



Tenants Manual

Quebec

Effective September 1, 2022

Update v01-081022



Legal Disclaimer and Copyright & Trademark Information

Certain words, phrases and logos in the pages of this document may constitute trade names, registered or unregistered trademarks or service marks (collectively referred to herein as “Trademarks”) of The Wawanesa Mutual Insurance Company and/or its affiliates (“Wawanesa”) or of third parties and used under license by Wawanesa. Nothing contained herein shall be construed as conferring any right or license under any Wawanesa copyright or Trademark.

Except as provided herein, with respect to Trademarks, the information, graphic images, layout and text (collectively, “Information”) contained in this document is owned by Wawanesa. All such Information is protected under the copyright laws of Canada.

Products and/or services of Wawanesa are only offered in jurisdictions where they may be lawfully offered for sale. All products and services are subject to the terms of the applicable Wawanesa agreement.

The information included in this document does not constitute an offer or solicitation by anyone in any jurisdiction in which an offer or solicitation cannot legally be made, or to any person to whom it is unlawful to make a solicitation.

Copyright ©2015. The Wawanesa Mutual Insurance Company. All Rights Reserved.

How to Use This Manual

This document is optimized for reading in an electronic format: use PDF bookmarks to navigate to specific points of interest or click on any topic in the **Table of Contents** to view that section.

Within this document you'll also see [blue underlined text](#) that links to a corresponding section of content. Click **Back to Table of Contents** at the bottom of the page to return to the beginning of the document.

Please contact your Business Development Representative if you have any questions.

Table of Contents

| | |
|--|----|
| Binding Guidelines..... | 04 |
| Refer Prior To Binding | 05 |
| Do Not Submit | 06 |
| Underwriting Guidelines | 07 |
| Commercial Occupancy | 10 |
| Incidental Professional Use..... | 10 |
| Surcharges and Discounts | 11 |
| Residential Fire Protection Grades and Sewer Territories..... | 12 |
| Tenants - Specified Perils & Comprehensive | 27 |
| Personal Legal Liability - Rules and Premiums..... | 28 |
| Rating Information | 29 |
| Optional Coverages..... | 30 |
| Home Based Business Coverage (1264AQ)..... | 36 |
| Wordings Section | 39 |

Binding Guidelines

Binding risks or coverage contrary to the instructions in this manual is at your own risk.

You may bind us on risks specifically rated in this manual and which we normally accept. The back dating of coverage will not be accepted and will not be considered bound.

Risks which indicate an approval is required, cannot be bound without approval from us. We may require all or some of the following:

- A completed application
- Full information for an endorsement

Limits of Authorization

Tenants Coverage C Limit\$200,000

Scheduled Articles

Jewellery Items - without appraisal\$10,000

Other Individual Items – without appraisal\$10,000

Any Scheduled Item – with appraisal\$25,000

Total Schedule\$100,000

Boat and Motors

Individual Items\$75,000

Total Schedule\$100,000

Liability

Third Party Limits\$2,000,000

- **No binder may be issued for a period greater than 30 days**
- We will consider higher limits. Please refer the specific risk to your underwriting team.
- Any false statement or misrepresentation may void any binder or application.

Temporary Binding Restriction

Your binding authority will be temporarily suspended with regards to:

- Any new property; or
- Adding/increasing coverage to an existing property.

When there is an imminent threat of being damaged by an existing event or condition, this restriction includes, but is not limited to any area:

- Under restriction by civil authority during forest fire alerts in conjunction with the Department of Natural Resources;
- Under restriction by civil authority during flood alerts in conjunction with the Department of Natural Resources;
- With an earthquake exposure from a known earthquake or tremor measuring 5 or more on the Richter Scale and within 150km of the Epicenter for 168 hours from the time and date of the event.

Refer Prior To Binding

- Any risk which exceeds your limits of authorization.
- Dangerous or exotic animals.
- Criminal record or moral hazard
 - A moral or subjective risk is represented by the conduct of the Policyholder and the surrounding circumstances.
 - This is a human risk factor. It shows the character, morals and attitudes of the Policyholder and the people living under his/her roof.
 - The likelihood of loss/or its severity have increased.
- Risks which have had two (2) or more claims in the past five (5) years.
- Incidental Professional Use when clients are received on the insured premises.

Note: Please see [Underwriting Guidelines - Incidental Professional Use](#) for more information.

- Risks which are adjoining, adjacent to a commercial building or that are subject to commercial exposure unless the risk is in a Fire Resistive building.
- Any risk that requires a liability extension to a third party.
- Any risk where the total sum of Scheduled Article(s) exceeds 25% of Coverage C, Personal Property. This rule does not apply unless the total value of the Scheduled Article(s) exceeds \$25,000.
- Any risk that is considered unique construction. This includes but is not limited to sunspaces, domes, steel, earth sheltered or straw dwellings.
- Any risk with an outdoor solid fuel appliance.
- Risks which are only accessible by air or water.

- Any risk that previously had a marijuana grow operation including legal, government approved operations, or any other drug production on site, requires the following reports to be submitted for review:

- Environmental Inspection
- Hydro and Electrical Inspection
- Engineer's Report
- Report from the Office of the Fire Commissioner or the city/ municipality where the risk is located certifying the dwelling is approved to be occupied.

Note: A "dwelling" with a total of four or less cannabis plants (per self-contained suite), being grown legally for personal recreational usage by an "insured" (or tenant occupying a self-contained suite), and where it is allowed by both Federal and Provincial Law, is not considered a marijuana grow operation.

A self-contained suite is a unit with its own kitchen, bathroom and lockable entrance, there can be no commonly – shared areas within a self-contained suite.

Do Not Submit

- Boarding and rooming houses – any dwelling in which rooms are rented to individuals.
- A risk which is occupied or rented to three (3) or more unrelated individuals (co-occupants).
- Criminal record for:
 - Fraud
 - Arson
 - Possession of stolen goods
 - Drugs; dealing and production
 - Theft
- Risks which have had two (2) or more claims in the past three (3) years.
- Breeding of domestic animals
- Farmstead
- Any risk that has been zoned or classed as a heritage site or dwelling by the municipality or any other government body.
- Standalone Scheduled Article(s) Coverage or Floater Coverage.
- Any rental property leased or rented in full or in part to a society, association or business.
- Any risks with attached sheds.
- Any risk which currently has a home day care.
- Any risk with more than six (6) additional dwelling units.
- Risks which to your knowledge have been cancelled, lapsed, restricted or declined by any insurer, including Wawanesa in the prior 3 years.
- The following Incidental Professional Use of Insured Premises, including but not limited to:
 - Web designer
 - Dance Instructor/Yoga Instructor
 - Wood working, or any other activity which uses the application of heat
 - Upholsterer
 - Food business – grocery store, restaurant, caterer or bakery (artisan or not)
 - Licensed beverage establishment, especially bar or commercial wine cellar
 - Automobile business, including body shop
 - Retail businesses
 - All types of storage/warehouse

Note: Please refer all other types of Incidental Professional Use not listed above to your Underwriter.

- Principal heating is other than electricity, central, dual energy, or geothermal.
- Any risk with a solid fuel burning appliance(s) or chimney(s) unless the appliance is CSA, ULC or Warnock Hersey Canada approved (APC Quebec), properly installed to manufacturer's specifications.
- Any non-seasonal risk with primary wood heating.
- Year round risks heated solely or primarily by oil or electric space heaters, wood stoves or radiant electric ceiling systems, specifically ceiling panels known as Aztec-Flexel or Thermoflex and those manufactured by Flexwatt Corporation.
- Any risk where the plumbing is iron, galvanized or lead (other than waste pipes).
- Any risk where the plumbing is polybutylene (poly b).
- Any risk that currently has a marijuana grow operation including legal, government approved operations, or any other drug production on premises.
- Any risk that has more than four (4) cannabis plants being grown within a self-contained suite.

Note: A dwelling with a total of four or less cannabis plants (per self-contained suite), being grown legally for personal recreational usage by an insured (or tenant occupying a self-contained suite), and where it is allowed by both Federal and Provincial Law, is not considered a marijuana grow operation.

A **self-contained suite** is a unit with its own kitchen, bathroom and lockable entrance, there can be no commonly shared areas within a self-contained suite.

Solid Fuel

- Any solid fuel appliance vented with a type A chimney.
- Any risk with an uncertified solid fuel burning appliance or chimney, regardless of WETT approval.
- Any non-seasonal risk that is principally heated by a solid fuel burning stove or space heaters, or that has more than 2 of these units. A solid fuel burning furnace is allowed, refer to the section titled [Underwriting Guidelines – Heating](#).

Underwriting Guidelines

Payment Plan Eligibility

Applicants with a non-payment cancellation within 36 months prior to the application date are no longer eligible for our Monthly Automatic Chequing (MAC) payment plan, or our Two-Pay, Three-Pay or Five-Pay plans.

Payment for these applicants will be accepted in full.

Please visit the Broker Portal for more information on our Payment Plan Options.

No Prior Insurance

- Where the applicant(s) have had no prior insurance, coverage will be written subject to a minimum deductible of \$1,000.
- All form types are available.
- Upon the renewal date, the deductible can be reduced to \$500 upon request only if no claims have been reported.
- We will accept the parent's policy as previous insurance for children who have moved out on their own. Both company name and policy number will be required for proof of previous concurrent insurance.

Co-occupants

Two (2) unrelated co-occupants are allowed with no additional premium.

This in no way affects co-owners or people who meet the definition of the word "Insured" as contained in the insurance policy.

Only the Named Insured has the right to prosecute the company.

Inflation Protection Coverage

This is included on all Tenant policy types. Every day it automatically increases coverage at a rate determined by the current inflation factor. In addition, we may increase each renewal by the approximate percentage of current annual inflation.

Letters of Brokerage

We will accept letters signed by the Named Insured(s) transferring their existing policy at a renewal to a new Broker. The letters may be submitted no more than 60 days prior to the policy renewal date. Letters of Brokerage that are backdated will not be accepted.

Minimum Premium

The minimum annual premium shall be \$150 (Coverage C).

1. The minimum premium for optional coverages written in conjunction with a Package Policy shall be \$10 unless indicated otherwise in the specific section of this manual.
2. The minimum premium for any coverage which are added mid-term to an existing policy shall be pro rata of the annual minimum premium applicable.

Applications

A fully completed application signed by the applicant must be submitted. All applicable fields must be completely filled out. Mandatory fields containing a "/" or "N/A" or similar symbols are considered unacceptable.

Approved applications accepted are:

- CSIO

Failure to completely fill out all applicable fields will result in delay, as the application may be returned for completion.

Reinstatement after Non-Payment Cancellation

Policies cancelled due to Non-Payment will not be reinstated.

A new application must be submitted and new business rates and rules will apply.

Where Payment of the Premium Due is received prior to the Non-Payment Cancellation effective date, the cancellation will not be processed and a rescind notice will be sent. The policy will remain in force.

Estate Dwellings

In the event of a death of a Named Insured on a policy, we require notification. Obtain a signed letter from the executor confirming death of insured and that they are the named executor of the Estate.

- Where the policy has more than one Named Insured, the co-insured will become the first Named Insured, and unless requested otherwise, coverages will remain as is.
- Where the deceased Insured is the only Named Insured, the policy will be amended to read in the name of The Estate Of.
- Where the residence of the deceased is now unoccupied, the endorsement "Estate Of Permission For Unoccupancy" will be attached to and form a part of the policy for a period of 6 months (180 days) from the death of the insured, or renewal, whichever is longer.

Once the period of time for **Permission** has expired, coverages will be amended based on the occupancy of the dwelling(s) and our coverage requirements.

Policy coverages as they existed prior to the policy being amended into the name of the Estate will remain as is for the period of time indicated above. For the purpose of any coverages, limitations and/or exclusions contained within the policy wordings, any dwelling(s) on the policy not considered to be under construction or vacant, immediately prior to the "Insured's" death will be considered unoccupied but not vacant.

Heating

All risks must have permanently installed heat throughout the risk, which is centrally controlled by a wall mounted thermostat.

All heating appliances, primary or secondary, must be certified by a recognized body (e.g. Canadian Standards Association, Underwriters' Laboratory of Canada, and Warnock-Hersey) and be properly installed and vented according to the Manufacturers specifications and the appropriate installation standards.

Solid Fuel Underwriting Rules

Every solid fuel burning unit must be properly installed according to the manufacturer's specifications.

Units must also meet the following criteria:

1. Appliance must be labeled with a Canadian Standards Act (CSA), Underwriters Laboratories of Canada (ULC) or Warnock Hersey (APC Quebec) certification, and
2. One of the following:
 - Professionally installed
 - Wood Energy Technology Transfer (WETT) or APC (Association des Professionnels du Chauffage) inspected. This inspection should not be older than 10 years.
3. The chimney must be rated for 2100°F (650°C), or masonry construction.

Notes:

- *These rules do not apply to conventional wood fireplaces.*
- *Solid Fuel includes biomass fuels such as cord wood, sawdust, peat logs, pelletized fuel or kernel corn, and anthracite.*
- *We do not write locations heated primarily by solid fuel except in Seasonal forms.*
- *A dwelling's heat source will be considered to be heated primarily by solid fuel if the appliance is used to heat the entire dwelling and/or if more than the following is burned per heating season (November to March):*
 - *4 or more full cords of wood or*
 - *100 or more 40lbs pellet bags*
 - *45 or more 20lbs anthracite bags*

Note: *A cord is defined by the Government of Canada National Resources Department as: 'The common unit of measurement of firewood, equal to the gross volume of a stacked pile of wood measuring 1.2 m high x 1.2 m wide x 2.4 m long (4ft. x 4ft. x 8ft.)'*

Unacceptable Solid Fuel Risks

- Any solid fuel appliance vented with a Type A chimney.
- Any risk with an uncertified solid fuel burning appliance or chimney, regardless of WETT approval.
- Any non-seasonal risk that is principally heated by a solid fuel burning stove or space heaters, or that has more than 2 of these units. A solid fuel burning dual-energy furnace (combination furnace) is allowed.

Primary Heating System

Premiums are based on acceptable primary heating. This includes central gas, electric, oil heat and geothermal. The heating systems must be approved by the Canadian Standards Association (C.S.A.) or the Canadian Gas Association (C.G.A.) and listed by Underwriter's Laboratory of Canada (U.L.C.) or APC professional services and installed by a licensed professional heating contractor.

All risks, except seasonal dwellings, must have permanently installed thermostatically controlled heat throughout the risk.

We will not write risks, except seasonal dwelling, heated primarily by a wood furnace unless there is a secondary source of heat which is permanently installed and thermostatically controlled throughout the risk.

Year-round risks heated solely or primarily by oil or electric space heaters, wood stoves or radiant electric ceiling systems, specifically ceiling panels known as Aztec-Flexel or Thermoflex and those manufactured by Flexwatt Corporation are not acceptable.

Any solid fuel heating appliance is considered primary if the following are burned for residential heat in a heating season (November to March):

- 4 or more full cords of wood, or
- 100 or more 40lb bags of pellets, or
- 45 or more 20lb bags of anthracite.

Cancellations

All carrier initiated cancellations will be computed on a Pro Rata basis.

Rejected Renewals - Flat cancellation will be allowed within 30 days of the policy effective date provided there is a written request from the broker accompanied by either:

- A signed Cancellation Request from the policyholder;
- Confirmation that the broker has the original policy documents in their office.

Insured initiated cancellations will be computed on a short rate basis. The signed off policy or signed cancellation must accompany the request.

It is not permissible to cancel any part of the basic coverages in the policy unless the entire policy is cancelled.

Note: *In order to receive electronic signatures, the Brokerage is required to adhere to the guidelines outlined in the Wawanesa Electronic Insurance Documents Letter of Understanding agreement.*

Cancellation shall take effect upon receipt of written notice, **signed by all Named Insureds**, by fax, e-mail or in-house form provided for this purpose. In the case of death, the cancellation shall be signed by the executor of the will with supporting evidence.

Short Rate Table

| Days Policy in Force | % of Premium Retained | Days Policy in Force | % of Premium Retained |
|----------------------|-----------------------|----------------------|-----------------------|
| 1 - 3 | 8 | 181 - 184 | 55 |
| 4 - 7 | 9 | 185 - 188 | 56 |
| 8 - 11 | 10 | 189 - 192 | 57 |
| 12 - 15 | 11 | 193 - 195 | 58 |
| 16 - 19 | 12 | 196 - 199 | 59 |
| 20 - 23 | 13 | 200 - 203 | 60 |
| 24 - 26 | 14 | 204 - 207 | 61 |
| 27 - 30 | 15 | 208 - 211 | 62 |
| 31 - 34 | 16 | 212 - 215 | 63 |
| 35 - 38 | 17 | 216 - 219 | 64 |
| 39 - 42 | 18 | 220 - 222 | 65 |
| 43 - 46 | 19 | 223 - 226 | 66 |
| 47 - 49 | 20 | 227 - 230 | 67 |
| 50 - 53 | 21 | 231 - 234 | 68 |
| 54 - 57 | 22 | 235 - 238 | 69 |
| 58 - 61 | 23 | 239 - 242 | 70 |
| 62 - 65 | 24 | 243 - 245 | 71 |
| 66 - 69 | 25 | 246 - 249 | 72 |
| 70 - 73 | 26 | 250 - 253 | 73 |
| 74 - 76 | 27 | 254 - 257 | 74 |
| 77 - 80 | 28 | 258 - 261 | 75 |
| 81 - 84 | 29 | 262 - 265 | 76 |
| 85 - 88 | 30 | 266 - 268 | 77 |
| 89 - 92 | 31 | 269 - 272 | 78 |
| 93 - 96 | 32 | 273 - 276 | 79 |
| 97 - 99 | 33 | 277 - 280 | 80 |
| 100 - 103 | 34 | 281 - 284 | 81 |
| 104 - 107 | 35 | 285 - 288 | 82 |
| 108 - 111 | 36 | 289 - 292 | 83 |
| 112 - 115 | 37 | 293 - 296 | 84 |
| 116 - 119 | 38 | 297 - 299 | 85 |
| 120 - 122 | 39 | 300 - 303 | 86 |
| 123 - 126 | 40 | 304 - 307 | 87 |
| 127 - 130 | 41 | 308 - 311 | 88 |
| 131 - 134 | 42 | 312 - 315 | 89 |
| 135 - 138 | 43 | 316 - 318 | 90 |
| 139 - 142 | 44 | 319 - 322 | 91 |
| 143 - 146 | 45 | 323 - 326 | 92 |
| 147 - 149 | 46 | 327 - 330 | 93 |
| 150 - 153 | 47 | 331 - 334 | 94 |
| 154 - 157 | 48 | 335 - 338 | 95 |
| 158 - 161 | 49 | 339 - 341 | 96 |
| 162 - 165 | 50 | 342 - 345 | 97 |
| 166 - 169 | 51 | 346 - 349 | 98 |
| 170 - 172 | 52 | 350 - 353 | 99 |
| 173 - 176 | 53 | 354 - 365 | 100 |
| 177 - 180 | 54 | | |

Commercial Occupancy

Commercial occupancy of the building and its immediate surroundings must be considered.

Fire Resistant Building (FRB)

- The type of commerce will be considered in the risk analysis.
- All buildings with, at minimum, concrete ceilings and floors are considered FRB.
- The FRB premium shall apply.

Fire resistive is defined as “A building where the bearing walls or bearing portion of walls, and the structural floors and roof (including supports) are of masonry or fire resistive material with a fire resistive rating of not less than two hours”

Other Buildings

- The type of commerce will be considered in the risk analysis. Commercial occupancy rates will apply.

Incidental Professional Use

The Incidental Professional Use of the insured premises by the Insured must be considered.

The term incidental means secondary; the principal occupancy of the building is residential occupancy.

Eligibility and Rules

- Incidental Professional Use must at no time have employees or clients on the premises.
- We accept the following Incidental Professional Use:
 - Accountant
 - Financial Planner
 - Tax Preparation
 - Data Entry
 - Book-keeping
 - Translators
 - Tupperware representatives, or other representatives of similar products
 - Dressmakers / Seamstress – at home for manufacturer
 - Hobby supplies
 - Painter
 - Music Teachers/Tutoring

Legal Liability Extension

The Civil Liability Extension charge of \$13 shall apply when clients are present on the insured premises. This **DOES NOT** provide any Professional Liability but is an extension for Civil Liability resulting from the insured premises.

Furthermore, the risk must be submitted to Underwriting for approval with the following information:

- Number of customers
- Principal source of income
- If professional insurance is held

Decline

- Web designer
- Dance instructor / Yoga instructor
- Wood working, or any other activity which uses the application of heat
- Upholsterer
- Food business – grocery store, restaurant, caterer or bakery (artisan or not)
- Licensed beverage establishment, especially bar or commercial wine cellar
- Automobile business, including body shop
- Retail businesses
- All types of storage/warehouse
- Business requiring a large space

Surcharges and Discounts

Claims

If the insured has one or more claims, obtain the following information:

- The number of claims within the last 6 years;
- The date, form, and amount of compensation paid for any claim or loss.

The applicable surcharge will be applied during rating.

Heating Surcharges

- All risks with auxiliary solid fuel heating:
 - Depending on usage, the applicable surcharge will be applied through the rating algorithm (including WETT/APC approved woodstoves, excluding fireplaces).

Residential Fire Protection Grades and Sewer Territories

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| G0A | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G0C | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G0E | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G0G | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G0H | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G0J | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G0K | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G0L | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G0M | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G0N | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G0P | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G0R | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| G0S | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G0T | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G0V | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G0W | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G0X | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G0Y | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G0Z | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G1A | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G1B, G1C | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G1E | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G1G | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G1H | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G1J, G1K | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G1L | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |

| Postal Code | Protection Grade | Rating Territory |
|---------------|------------------|------------------|
| G1M, G1N | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G1P | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G1R | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G1S | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G1T | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G1V | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G1W | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G1X, G1Y | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G2A | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G2B, G2C, G2E | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G2G | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G2J | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G2K | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G2L | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| G2M | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G2N | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G3A | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G3B | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G3C | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G3E | None | 04 |
| | Protected | M3 |
| | Semi-Protected | 02 |
| G3G | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G3H | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G3J | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G3K | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G3L | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G3M, G3N | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G3Z | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G4A | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| G4R | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G4S | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 2A |
| G4T | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G4V | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G4W | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G4X | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G4Z | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G5A | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G5B | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G5C | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G5H | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G5J | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G5L | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G5M | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| G5N | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G5R | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G5T | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G5V | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G5X, G5Y | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G5Z, G6A | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G6B | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G6C | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G6E | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G6G | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G6H | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G6J | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G6K | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G6L | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| G6P | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| G6R | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| G6S | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| G6T | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| G6V | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G6W | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G6X | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G6Y | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G6Z | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G7A | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| G7B | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G7G | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G7H | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 02 |
| G7J | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| G7K | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G7N | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G7P | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G7S | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G7T | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G7X | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G7Y | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G7Z | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 02 |
| G8A | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 02 |
| G8B | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G8C | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G8E | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G8G | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G8H | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| G8J | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G8K | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G8L | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G8M | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G8N | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G8P | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G8T | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G8V | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G8W | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G8Y | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G8Z | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G9A | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G9B | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G9C | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| G9H | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| G9N | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G9P | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| G9R | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G9T | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 02 |
| G9X | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| H0M | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| H1A | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H1B | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H1C | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H1E | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H1G | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H1H | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H1J | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| H1K | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H1L | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H1M | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H1N | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H1P | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H1R | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H1S | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H1T | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H1V | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H1W | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H1X | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H1Y | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H1Z | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2A | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| H2B | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2C | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2E | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2G | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2H, H2J | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2K | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2L | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2M | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2N | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2P | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2R | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2S | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2T | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2V | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| H2W, H2X | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2Y | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H2Z | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3A | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3B | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3C | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3E | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3G, H3H | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3J | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3K | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3L | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3M | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3N | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3P | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| H3R | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3S | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3T | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3V | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3W | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3X | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3Y | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H3Z | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4A | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4B | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4C | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4E | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4G | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4H | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| H4J | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4K | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4L | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4M | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4N | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4P | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4R | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4S | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4T | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4V | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4W | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4X | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4Y | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H4Z | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| H5A | None | 04 |
| | Protected | M1 |
| | Semi-Protected | 02 |
| H5B | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7A | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7B | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7C | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7E | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7G | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7H | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7J | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7K | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7L | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7M | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7N | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7P | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| H7R | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7S | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7T | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7V | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7W | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7X | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H7Y | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H8N | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H8P | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H8R | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H8S | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H8T | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H8Y | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H8Z | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| H9A | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H9B | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H9C | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H9E | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H9G | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H9H | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H9J | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H9K | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H9P | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H9R | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H9S | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H9W | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| H9X | None | 04 |
| | Protected | M2 |
| | Semi-Protected | 02 |
| J0A | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| JOB | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| JOC | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| JOE | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| JOG | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| JOH | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| JOJ | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| JOK | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 02 |
| JOL | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| JOM | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| JON | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 2A |
| JOP | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| JOR | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| JOS | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| JOT | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |

| Postal Code | Protection Grade | Rating Territory |
|---------------|------------------|------------------|
| JOV | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| JOW | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| JOX | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| JOY | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| J0Z | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| J1A, J1C | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J1E, J1G, J1H | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J1J | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J1K | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J1L | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J1M | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J1N | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J1R, J1S | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J1T | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| J1X | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J1Z | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J2A | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J2B | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J2C | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J2E | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J2G, J2H | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J2J, J2K | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J2L | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J2M | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J2N | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J2R | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J2S | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J2T | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| J2W | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 2A |
| J2X | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J2Y | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J3A | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 2A |
| J3B | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 2A |
| J3E | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J3G | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J3H | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J3L | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J3M | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J3N | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J3P | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J3R | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J3T | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| J3V | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J3X | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J3Y | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J3Z | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J4B | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J4G | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J4H | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J4J | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J4K | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J4L | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J4M | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J4N | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J4P | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J4R | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| J4S | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J4T | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 2A |
| J4V | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J4W | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J4X | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J4Y | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J4Z | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 2A |
| J5A | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 2A |
| J5B | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 2A |
| J5C | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J5J | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J5K | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J5L | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J5M | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 2A |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| J5R | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 2A |
| J5T | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J5V | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J5W | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J5X | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J5Y | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J5Z | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J6A | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J6E | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 02 |
| J6J | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J6K | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J6N | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J6R | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J6S | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| J6T | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J6V | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J6W | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J6X | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J6Y | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J6Z | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J7A | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J7B | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J7C | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J7E | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J7G | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J7H | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J7J | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J7K | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| J7L | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J7M | None | 04 |
| | Protected | 1B |
| | Semi-Protected | 2A |
| J7N | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J7P | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J7R | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J7T | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J7V | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J7W | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J7X | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J7Y | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J7Z | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J8A | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J8B | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J8C | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| J8E | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J8G | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J8H | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J8L | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J8M | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J8N | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J8P | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J8R | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J8T | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J8V | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J8X | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J8Y | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J8Z | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J9A | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |

| Postal Code | Protection Grade | Rating Territory |
|-------------|------------------|------------------|
| J9B | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 2A |
| J9E | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| J9H | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J9J | None | 04 |
| | Protected | 1A |
| | Semi-Protected | 2A |
| J9L | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| J9P | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| J9T | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| J9V | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| J9X | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |
| J9Y, J9Z | None | 04 |
| | Protected | 01 |
| | Semi-Protected | 02 |

Tenants – Specified Perils & Comprehensive

Eligibility Guidelines

The applicant must be the **occupant** of a leased dwelling:

- Exclusively used for residential purposes. (Incidental use for professional office allowed.)
- Of which **no part** of the dwelling is used as a rooming or boarding house.
- For [Commercial Occupancy](#) dwellings see page 12.
- Not used as a secondary residence.

Minimum Limits of Insurance (Personal Property)

| | |
|--------------------------------|----------|
| Tenants Specified Perils | \$15,000 |
| Tenants Comprehensive..... | \$20,000 |

Note: *The applicant must possess adequate assets and personal effects to justify this amount.*

Summary of Basic Coverage Limits

Coverage C - Personal Property (Contents)

On the premises. Up to the limit.

Coverage D - Additional Living Expenses or Fair Rental Value

20% of Coverage C.

Coverage E - Legal Liability

An amount of \$1,000,000.

Coverage F - Voluntary Medical or Funeral Payments

An amount of \$5,000 per person and per claim.

Coverage G - Voluntary Payments for Damage to Property

An amount of \$2,000 per accident or per claim.

Increased Limits

Coverage C - Personal Property (Contents): A student's effects are insured for up to 10% of the amount of insurance written on the Coverage Summary Page for Coverage C – Personal Property (Contents) or \$10,000, whichever is greater, when they are located in a dwelling other than the principal residence.

Coverage E - Legal Liability: To increase the amount or to cover certain perils excluded in the basic coverage, see the [Personal Legal Liability - Rules and Premiums](#) section.

Replacement Cost on Contents

Included.

Preferred Premium

Not more than 1 claim in the past 3 years.

Standard Premium

When dwelling is under major renovation.

Single Inclusive Limit

The sum of the amount of insurance under the following coverages make up the single inclusive limit. These limits can be shared in the event of a loss when individual limits have been exhausted:

- Personal Property (Contents)
- Additional Living Expense or Fair Rental Value

Single Inclusive Limit does not apply to the following:

- Earthquake Coverage - Form 1554Q
- Ground Water, Sewers and Overflow of Body of Water Coverage - Form 3250Q
- Sewer Back-up Coverage - Form 1596Q
- Water Damage - Above Ground Water Coverage - Form 1562Q
- Water Damage - Ground Water and Sewers Coverage - Form 1561Q

Personal Legal Liability - Rules and Premiums

Basic Coverage

Personal Legal Liability.....\$1,000,000 (may be increased)

Voluntary Medical or
Funeral Payments\$5,000 (may not be increased)

Voluntary Payments for
Damage to Property\$2,000 (may not be increased)

Included with policy.

| Annual Rate Tables | Limits | |
|---|-------------|-------------|
| | \$1,000,000 | \$2,000,000 |
| 1 - Basic coverage | \$39 | \$44 |
| 2 - Increased liability | - | \$19 |
| 3 - Incidental use for professional office | \$11 | \$13 |
| 4 - Boat of 26 ft or less and speed not exceeding 80 kmh (50 mph) | | |
| up to 25 hp Outboard motor(s) | -- | -- |
| up to 50 hp Inboard motor | -- | -- |
| 26 to 50 hp Outboard motor(s) | \$8 | \$10 |
| 51 to 100 hp Outboard motor(s) | \$15 | \$18 |
| over 100 hp Outboard motor(s) | \$39 | \$47 |
| under 16 mph Inboard motor | \$8 | \$10 |
| 16 to 30 mph Inboard motor | \$15 | \$18 |
| over 30 mph Inboard motor | \$39 | \$47 |
| 5 - Personal watercraft (sea doo, jet ski, wave runner): | \$150 | \$180 |

Rating Information

Rating factors

| Rating Factors | |
|--------------------------------|---|
| Credit Score | ✓ |
| Policyholder Age | ✓ |
| Years Claims Free | ✓ |
| Loyalty | ✓ |
| Intrusion System | ✓ |
| Heating Type | ✓ |
| Product Form | ✓ |
| Amount of Insurance | ✓ |
| Deductible | ✓ |
| Multi-Policy | ✓ |
| Water Damage Prevention System | ✓ |

Calculation of Premiums

1. Determine the base premium.
2. Each surcharge or discount is calculated separately on the base premium, and the result is rounded up (50 cents and over only) to the nearest dollar.
3. Premiums for all riders or additional coverage forms are also calculated separately, and the result (50 cents and over only) rounded up to the nearest dollar.
4. The total premium is comprised of the sum of each of these premiums.

Credit Information Consent Requirements

Accepting Consent:

- Consent to collect credit information must be asked of all the named insureds during the submission of new business and/or renewal of all policies. Consent may be given verbally, in writing or electronically.
- Proof of given consent is stored electronically when the client answers the verbal question asked by the broker to verify credit information.
- The consent is valid for the duration of a single insurance policy contract between the insured and the insurer. If consent is given on a quote that does not result in a New Business policy, the consent will remain valid for a period of thirty (30) days.
- A client may decline to provide consent. This will not impact eligibility to obtain insurance or a quote.

Note: *The consent for credit information will not be asked when one of the Named Insured is a company or corporation.*

Withdrawing Consent:

- Insureds that have requested to withdraw their consent to use their credit information must either send their request in writing or provide verbal withdrawal consent to a broker.
- Removing consent mid-term may result in a difference of premium which shall be applied for the remaining duration of the policy term.

The communication of the request must be submitted to an underwriter for processing.

Water Leak Detection System

Centrally Monitored

A centrally monitored leak detection system with a remote or automatic shut off.

Mobile Monitored

A local detection system. This application notifies the user only, no third-party intervention or monitoring provided.

Optional Coverages

Consult your policy for details of these riders.

Fire, Explosion, Smoke Following Earthquake (EQFFQ)

Limit: Policy Limit

Deductible: 5% of the insured limit (Additional Living Expenses not subject to a deductible)

Premium: \$25

Not available where dwelling is a mobile home.

Not available in conjunction with Earthquake Coverage (1554Q).

Additional Use of Golf Carts (HMVL1Q)

| Limit | Premium |
|-------------|---------|
| \$1,000,000 | \$25 |
| \$2,000,000 | \$30 |
| \$3,000,000 | \$35 |
| \$4,000,000 | \$40 |
| \$5,000,000 | \$45 |

Note: Motorized Vehicle Coverage (965Q) is not required to purchase this endorsement.

Pet Accident Wording Supplement (HPAWQ)

Limit: \$2,000

Deductible: No deductible

Premium: \$20

Note: HPAWQ losses will not impact or remove the Claims Free Discount in rating.

Motorized Vehicle Coverage (965Q)

Limit: \$100,000 without supervisor approval

Deductible: \$100

Premium: \$2.50 / \$100

Minimum Premium: \$25

Currently, only Golf Carts are eligible for this coverage.

Not available for customized motorized vehicles.

For personal use only.

Horse Coverage (970Q)

Submit all requests for consideration.

Deductibles: None for the animal
\$50 for accessories

Premium: \$1.25 / \$100

A description of the animal is required:

- Breed
- Height (in hands)
- Colour
- Age
- Name, and
- Registration number if available.

For personal use only.

Legal Liability is included.

Identity Fraud Expense Coverage (1054Q)

This insurance offers coverage against costs incurred by the Insured to re-establish accurate identification information following fraudulent usage.

Deductible: \$250

Premium:

\$10,000 basic coverage Included

Each additional \$5,000 (max \$50,000).....\$10

Boat - Motor Coverage (1110Q)

Deductible: As per policy.

Premium based on current value: \$2.55 / \$100

Note: Remember to also include Legal Liability coverage.

This is an All Risks type policy covering boats that are maximum 8 meters (26 feet) long, equipped with outboard or inboard motors, their accessories and trailers.

The following are also considered boats: pontoons, pedalos, sailboards, canoes, sailboats and kayaks

A complete description of the boats, motors, accessories and trailers is required.

Eligibility

- Used for pleasure purposes only; within the limits of Canada and United States of America;
- Owned by the Named Insured or a member of the family living permanently under his roof;
- Built by recognized manufacturers and bearing a label from the Department of Transportation.

Submit for Consideration

Boats and/or motors:

- Over 15 years old;
- With one claim during the last three years;
- Boats with a current market value in excess of \$75,000.

Decline

Boats:

- Over 8 meters (26 feet) long;
- With speed that exceeds 80 KMH (50 MPH);
- Boats equipped with motors whose power exceeds that recommended by the Department of Transportation;
- Boats equipped with motors that use propane or other compressed gas;
- Boats equipped with converted automobile motors or airplane motors;
- Boats equipped with appliances that use propane, compressed gas or naphtha;
- House boats, hydroplanes, air cushioned watercraft.

Personal Watercrafts (Sea Doo, Jet Ski, Wave Runner)

Personal watercrafts are covered by the endorsement 1110Q and are subject to the same eligibility rules as boats.

Deductible: \$500

Premium based on current value.....\$4.25 / \$100

Property insured under Form 1110Q (boats, motors and personal watercraft) may not be stored.

Miscellaneous Property – Comprehensive Coverage – (1550Q)

Annual rate per \$100 of coverage - no deductible

| | |
|--|------------------|
| Non-Professional Camera Equipment, Projectors and Accessories \$0 to \$2,000 total Over \$2,000 total | \$1.10 submit |
| Furs \$0 to \$5,000 Over \$5,000 | \$2 submit |
| Jewellery \$0 to \$5,000 total Over \$5,000 | \$1 submit |
| Non-Professional Musical Instruments, including on-loan from a school \$0 to \$2,000 total Over \$2,000 total | \$1 submit |
| Hearing Aids | \$2 |
| Medical Equipment | \$.60 |

Annual rate per \$100 of coverage - with deductible as per policy

| | |
|--|------------------|
| Bicycles \$0 to \$5,000 Over \$5,000 | \$4 submit |
| Fine Arts \$0 to \$5,000 Over \$5,000 | \$.50 submit |
| Fine Arts (including accidental breakage) \$0 to \$5,000 Over \$5,000 | \$.75 submit |
| Sports Equipment \$0 to \$5,000 over \$5,000 | \$2 submit |
| Collections \$0 to \$5,000 Over \$5,000 | \$.50 submit |
| CDs & DVDs \$0 to \$5,000 Over \$5,000 | \$.50 submit |
| Personal Computers 1. Hardware 2. Support 3. Software | \$3.50 submit |
| Cellular Telephones (with a \$25 deductible) | \$2 |

Important

- Description - invoice required before binding for the following items:
 - Jewellery
 - Fine Arts
 - Collections
- No item with a value < \$200.
- Minimum premium: \$10.
- The limits for Form 1550Q must not exceed 25% of the contents limit insured when the insurable limit exceeds \$25,000.
- The insured limit must include taxes.

Building By-Laws Coverage (1552Q)

| Limit | Premium |
|---------------------------|---------------|
| \$10,000 | \$10 |
| Additional \$1,000 | \$1 / \$1,000 |
| Deductible: As per policy | |

Earthquake Coverage (1554Q)

Dwelling and Contents

Deductible: 5% of the insured limit

Premium: \$.50 / \$1,000

Not available where dwelling is a mobile home.

Not available in conjunction with Fire, Explosion, Smoke Following Earthquake (EQFFQ).

Above-Ground Swimming Pool and Spa Coverage (1557Q)

Deductible: As per policy

Premium: \$50

Please submit for consideration if a tenant wishes to insure a swimming pool.

Note: Coverage does not increase the Amount of Insurance indicated on the Policy Declarations.

Water Damage - Ground Water and Sewers Coverage (1561Q)

| Limit | Premium |
|--------------|---------------|
| \$5,000 | Not available |
| \$10,000 | \$40 |
| \$20,000 | \$70 |
| \$30,000 | \$90 |
| \$40,000 | Not available |
| \$50,000 | Not available |
| Policy Limit | \$130 |

Deductible: As per policy.

Eligibility Guidelines:

Not available where:

- Dwelling is a mobile home
- Foundation is made of concrete blocks, field stones or pilings
- Dwelling located close to a body of water (less than 100 meters)
- Utility cellar floor is dirt or gravel
- Unrepaired foundation cracks are present
- Dwelling does not have any installation of preventive measures (backwater valve) and has had 1 prior sewer back-up or seepage loss in the past 3 years.

Note: If a risk has had one prior sewer back-up or seepage loss within the last 3 years, coverage must be submitted for approval with proof that preventive measures are installed in the risk.

Preventative Measures is the installation of a mainline backwater valve with flapper, which protects all basement plumbing including the catch basin. It must be professionally installed, have a clean out and be fully accessible for maintenance.

- Dwelling has had 2 or more sewer back-up or seepage losses in the past 5 years

Water Damage - Above Ground Water Coverage (1562Q)

Limit: Policy Limit
Deductible: As per policy
Premium: \$20

Not available where:

- Dwelling has had 2 or more above ground water losses in the previous 5 years

Water Damage – Ground Water, Sewers and Overflow of Body of Water (3250Q)

Limit: Policy Limit
Deductible: As per policy
Premium: Applied through the rating algorithm. For coverage rating, please use an electronic quoting tool.

Eligibility Guidelines:

- Coverage eligibility and rating is based on the full postal code of the risk.
- Risks located in a flood zone or during flood season must be referred prior to binding.
- If a risk is located in an area where a government flood warning is active, coverage may not be added or adjusted until 30 days after the warning has ended. Please refer to your municipality's website for up-to-date information on government warnings.
- Where coverage has been removed from the risk or the limit reduced, coverage cannot be added back onto the risk or limit cannot be increased within 12 months, except when coverage has been removed because the risk is vacant or under construction.

Not available where:

- Dwelling is a mobile home
- Dwelling is vacant or under construction
- Foundation is made of concrete blocks, field stones or pilings
- Utility cellar floor is dirt or gravel
- Unrepaired foundation cracks are present
- Dwelling does not have any installation of preventive measures (backwater valve) and has had 1 prior sewer back-up, seepage or overflow of body of water loss in the past 3 years.

Note: If a risk has had one prior sewer back-up, seepage or overflow of body of water loss within the last 3 years, coverage must be submitted for approval with proof that preventive measures are installed in the risk.

Preventative Measures is the installation of a mainline backwater valve with flapper, which protects all basement plumbing including the catch basin. It must be professionally installed, have a clean out and be fully accessible for maintenance.

- Dwelling has had 2 or more sewer back-up, seepage or overflow of body of water losses in the past 5 years

Inground Swimming Pool and Spa Coverage (1567Q)

Deductible: As per policy
Premium: \$50

Note: Coverage does not increase the Amount of Insurance indicated on the Policy Declarations.

Not Available:

- Mobile Homes
- Dwellings which are vacant, unoccupied or under construction

Sewer Back-Up Coverage (1596Q)

| Limit | Premium |
|--------------|---------------|
| \$5,000 | Not available |
| \$10,000 | \$20 |
| \$20,000 | \$30 |
| \$30,000 | \$40 |
| \$40,000 | Not available |
| \$50,000 | Not available |
| Policy Limit | \$65 |

Deductible: As per policy

Not available where:

- Dwelling is a mobile home
- Dwelling does not have any installation of preventive measures (backwater valve) and has had 1 prior sewer loss in the previous 3 years

Note: *If a risk has had one prior sewer loss within the last 3 years, coverage must be submitted for approval with proof that preventive measures are installed in the risk.*

Preventative Measures is the installation of a mainline backwater valve with flapper, which protects all basement plumbing including the catch basin. It must be professionally installed, have a clean out and be fully accessible for maintenance.

- Dwelling has had 2 or more sewer losses in the previous 5 years

Telephone Legal Helpline Service (3238Q)

This endorsement provides access to a telephone legal helpline for confidential general legal assistance and information relating to any legal or tax problem to help determine the Insureds legal rights and options.

The telephone legal helpline cannot provide case specific research or review documents and this coverage excludes assistance for insurance and criminal law situations.

- Coverage is automatically included at no charge on insured occupied tenant policies.
- Coverage applies on a policy level.
- Claims against this coverage will not impact the Insured's claims rating.

Legal Expense Coverage (3239Q)

This optional endorsement provides coverage for legal costs incurred for insured events.

- Coverage is available on insured occupied Tenants policies.
- Coverage is provided up to \$100,000 per occurrence and \$500,000 aggregate per policy term.
- Telephone Legal Helpline Service is included.
- Coverage applies on a policy level.
- Contract Disputes (Personal & Auto) and Property Protection (Personal & Business) – Property events have a minimum dispute amount of \$500.
- Claims against this coverage will not impact the Insured's claims rating.

Common legal events that may be covered:

- Contract Disputes (Personal & Automobile)
- Employment Disputes
- Property Protection
- Legal Defence (Personal & Automobile)
- Bodily Injury
- Tax Protection
- Driver's License Protection

Deductible:

A deductible of \$500 is only applicable for Encroachment and Unauthorized use.

Rating:

Cost per policy\$70

Enhancement Coverage Form (2067Q)

Premium: None

This endorsement provides enhanced Limitation of Amount Payable for Certain Personal Property and Extensions of Coverage.

The following chart details the enhanced amounts of insurance included with this endorsement under the Limitation of Amount Payable for Certain Personal Property:

| Personal Property | Coverage Section | Limit |
|---|------------------|---------|
| Securities | Section A | \$6,000 |
| Boats or watercraft, whether assembled or not, including their furnishings, equipment, accessories, motors and trailers | Section A | \$3,000 |
| Goods or samples intended for sale but not pertaining to a business | Section A | \$4,000 |
| Collectible cards. Collectible cards include, but are not limited to, sports or entertainment personality card. | Section A | \$3,000 |
| Manuscripts and numismatic and philatelic property | Section B | \$7,500 |
| Tape recorder and VCR tapes, vinyl records, compact discs, video DVD's or other similar audio or video media | Section B | \$6,000 |
| For video games of any kind | Section B | \$4,000 |
| Collections not subject to any other limitation | Section B | \$6,000 |

The following chart details the enhanced amounts of insurance included with this endorsement under the Extensions of Coverage:

| Extensions of Coverage | Limit |
|--|--------------------------|
| Lock Replacement, Rekeying or Repair | \$1,500 No deductible |
| Business Property | \$4,000 |
| Food in a Freezer or Refrigerator | \$3,000 No deductible |
| Property Located Away From the Premises | \$2,500 |
| Property Removed From the Premises as a Precaution | Coverage period: 90 days |
| Loss of Computer Data | \$4,000 |
| Funeral Benefit | \$5,000 No deductible |

Estate Of Permission for Unoccupancy (3109Q)

Premium: None

Underwriter approval required for addition of this endorsement

Personal Cyber Coverage Endorsement (3204Q)

Deductible: \$500 / \$2000

Coverage includes: Cyber Attack, Cyber Extortion, Online Fraud, Cyberbullying and Data Breach

| Limit | Premium |
|----------|---------|
| \$25,000 | \$50 |
| \$50,000 | \$65 |

Note:

- 1) *A paid loss against this coverage is considered non-chargeable and will not affect the claims free discount when applicable.*
- 2) *Coverage applies on a risk level.*
- 3) *Aggregate Limit Applies to this coverage.*
- 4) *Personal Cyber Coverage may be purchased on new submission, renewal, or midterm on a newly added risk.*

Important:

1. No discounts or surcharges are permitted on this endorsement.
2. When there are two Personal Cyber Losses, the deductible will be amended to \$2,000 on the subsequent renewal.
3. When there have been more than two Personal Cyber Losses, the coverage will be removed from the policy on the subsequent renewal.
4. Any policy with 2 or more property claims within the past 5 years is considered ineligible for this endorsement.

Home Based Business Coverage (1264AQ)

Deductible: Policy deductible

This form extends the insurance provided by the principal dwelling policy to cover the business conducted from the home and operated by the Insured.

Coverage is subject to all the terms and conditions of the principal dwelling policy, except as amended by this form.

The endorsement also adds coverage for Loss of Income, Accounts Receivable, Valuable Papers and Business and Business Property Liability.

This endorsement does not provide any Professional Liability coverage and is not a substitute for a Commercial Policy.

Eligibility Requirements

In order to qualify for the Home-Based Business - Form 1264AQ endorsement the risk must comply with the following conditions:

- Residence must be occupied by the insured and used primarily for residential purposes.
- The home business must be operated only out of the Insured's principal residence.
- The Insured must be the sole owner of the business.
- There can be no other business owned or operated by the Insured.
- The home business must not employ any persons other than members of the family of the insured that reside at the principal residence.
- The business and occupancy must comply with all local and provincial zoning regulations.
- Canadian exposure only. Any business with sales outside of Canada or international importing are not written.
- The home-based business must use new products only. Any sale of second hand, salvage goods or antiques is ineligible under the Home-Based Business Coverage - Form 1264AQ.
- The annual gross receipts of the home business must not exceed \$200,000.

If our underwriting criteria is not met, both the home-based business and habitation risks are not eligible and we will decline the entire risk.

Risks Not Written

- Risks not stated under the eligible occupancy table
- Risks with exposure outside of Canada
- Risks with tobacco or alcohol sales
- Risks with manufacturing of children's/infant's goods
- Risks with hazardous operations including but not limited to manufacturing or repair processes involving the application of heat
- Risks where product is repackaged and sold under the insured's label
- Risks where the applicant is a direct importer
- Risks where there are cooking/food preparation operations/activities
- Manufacturer agents are not eligible for coverage under the Home-Based Business Coverage Form 1264AQ

Note: *A manufacturer agent is an independent contractor who sells on a commission basis. They are not on the payroll of the manufacturer and are not eligible for employee benefits.*

Eligible Home-Based Business Occupancies

Table below will indicate all eligible home-based business occupancies.

| Eligible Home Based Business | |
|---------------------------------------|--|
| Accounting, Bookkeeping Services | <ul style="list-style-type: none"> Includes all operations of preparation of statements and bookkeeping services Must have professional liability insurance in place |
| Adjuster (Independent Adjuster) | <ul style="list-style-type: none"> Independent insurance adjusters hired by contract No public adjusters Must have professional liability insurance in place |
| Artwork Sales | <ul style="list-style-type: none"> Original artwork sold by artist Paintings, photography, sculptures Commissioned work Includes coverage on artwork held for sale in galleries or on consignment |
| Bedding | <ul style="list-style-type: none"> No upholstery operations |
| Bicycle Sales | <ul style="list-style-type: none"> No more than 25% of gross sales from off premises operations |
| Book Binding | <ul style="list-style-type: none"> Rebinding, repair and refurbishing of books |
| Books, Magazines and Stationery Sales | <ul style="list-style-type: none"> Retail or wholesale sales books and magazines No publishing of any kind |
| Cameras and Photographer Supplies | <ul style="list-style-type: none"> Retail sales only |
| Candy and Confectionery Products | <ul style="list-style-type: none"> No catering or food service/food preparation No packaging or providing a label |
| Ceramic Supplies | <ul style="list-style-type: none"> No goods made for delivery to other outlet No medical, industrial or automotive application of ceramic parts |
| Chinaware | <ul style="list-style-type: none"> No collectible storage |
| Clothing | <ul style="list-style-type: none"> No fur sales No used or second hand clothing |
| Costume Jewellery | <ul style="list-style-type: none"> No precious metals or stones |
| Direct Sales Companies | <ul style="list-style-type: none"> Retail sales with same stock only Examples include: <ul style="list-style-type: none"> book sales cosmetics kitchenware and home goods jewellery food/Beverages clothing |
| Drapery Goods | <ul style="list-style-type: none"> Exposures have a 25% gross sales limit for installation, service or repair operations off premises |

| | |
|-------------------------------------|---|
| Engraving Services | <ul style="list-style-type: none"> Operations of engraving metals, jewellery, plaques or other keepsakes No coverage for goods being worked on |
| Furniture | <ul style="list-style-type: none"> Retail sales only with no repairs, installations or manufacturing |
| Hobby Supplies | <ul style="list-style-type: none"> No coin or stamps No collectible storage |
| Kitchen and Bath Supplies | <ul style="list-style-type: none"> No installation or repairs off premises Pre-Packaged items only |
| Legal Services | <ul style="list-style-type: none"> Intended for lawyers or legal service providers that work from a home office Must have professional liability insurance in place |
| Leather Goods | <ul style="list-style-type: none"> Retail sales of suitcases, brief cases, purses, wallets, organizers and portfolios Not including shoes or clothing of any kind |
| Lessons – Music, Crafts or Tutoring | <ul style="list-style-type: none"> Music, crafts or tutoring that our intention is to still allow up to 5 students in the home at any one time, but with a maximum of 10 pupils in total. On or off premises Instruction, practice, evaluation and testing Excludes Day Camps |
| Musical Instrument Sales | <ul style="list-style-type: none"> Includes rentals and sales of used equipment Exposures have a 25% gross sales limit for off premises operations |
| Photographers | <ul style="list-style-type: none"> Includes home studio photography as well as off-site work at other locations No photo developing for other locations No commercial or aerial photography No video production |
| Seed Sales | <ul style="list-style-type: none"> No manufacturing operations, retail sales only No Cannabis seeds |
| Tailor and/or Seamstress | <ul style="list-style-type: none"> No upholstery operations |

Rating

The minimum amount of insurance offered is \$10,000.

This amount may be increased by \$1,000 increments to a maximum of \$50,000.

The minimum charge is based upon the Liability Limit of the policy and whether the principal residence is covered by the Specified Perils, Building – Comprehensive / Contents – Specified Perils, Comprehensive Forms.

Refer to the table below for the initial \$10,000 in coverage charge:

| Liability Limits | Specified Perils | Comprehensive |
|------------------|------------------|---------------|
| \$1,000,000 | \$75 | \$100 |
| \$2,000,000 | \$100 | \$125 |
| \$3,000,000 | \$125 | \$150 |
| \$4,000,000 | \$150 | \$175 |
| \$5,000,000 | \$175 | \$200 |

Liability limits over \$2 million must be referred to the Company prior to binding.

To increase the amount of insurance, apply Increased Business Personal Property Coverage in the premium table below.

Increased Business Personal
Property Coverage\$3 per \$1,000

For Optional Coverages available on Home-Based Business Coverage please refer to company.

Tenants Manual

Wordings Section

Quebec

Effective September 1, 2022



Wordings Section

| | |
|---|-----|
| Above-Ground Swimming Pool and Spa Coverage - Form 1557Q | 41 |
| Additional Use of Golf Carts – Form HMVL1Q | 46 |
| Boat and Motor Coverage - Form 1110Q | 47 |
| Building By-Laws Coverage - Form 1552Q | 50 |
| Earthquake Coverage - Form 1554Q | 51 |
| Enhancement Coverage - Form 2067Q | 52 |
| Estate Of Permission for Unoccupancy - Form 3109Q | 56 |
| Fire, Explosion, Smoke Following Earthquake – Form EQFFQ..... | 57 |
| General Conditions (Quebec)..... | 58 |
| Home-Based Business Coverage – Form 1264AQ..... | 63 |
| Horse Coverage – Form 970Q | 67 |
| Identity Fraud Expense Coverage - Form 1054Q..... | 70 |
| Inground Swimming Pool and Spa Endorsement - Form 1567Q | 71 |
| Legal Expense Coverage - Form 3239Q..... | 76 |
| Miscellaneous Property – Comprehensive Coverage - Form 1550Q | 90 |
| Motorized Vehicle Coverage – Form 965Q | 95 |
| Personal Cyber Coverage - Form 3204Q..... | 96 |
| Pet Accident Wording Supplement - Form HPAWQ | 102 |
| Sewer Back-Up Coverage - Form 1596Q..... | 103 |
| Telephone Legal Helpline Service - Form 3238Q..... | 104 |
| Tenants Comprehensive – Form 1507 | 105 |
| Tenants Specified Perils – Form 1506..... | 116 |
| Water Damage - Above Ground Water Coverage - Form 1562Q | 127 |
| Water Damage - Ground Water and Sewers Coverage - Form 1561Q | 128 |
| Water Damage – Ground Water, Sewers and Overflow of Body of Water Coverage - Form 3250Q..... | 129 |
| Specified Perils Tenants Package - 1506..... | 132 |
| Comprehensive Tenants Package - 1507..... | 168 |

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

**ABOVE GROUND SWIMMING POOL AND SPA
COVERAGE FORM - 1557Q**

This endorsement amends the insurance policy to which it is attached.

Words and expressions in bold are defined in the *Definitions* section of the insurance policy to which this endorsement is attached.

Insured Property

Without increasing the amounts of insurance written on the *Coverage Summary* page, we insure:

- (a) Your spa and swimming pool designed for above-ground or semi-inground installation, which are:
- installed outdoors on the **premises**;
 - uninstalled, wherever located.
- (b) The equipment for such spa and swimming pool, wherever located.
- (c) Patios and decks not attached to the dwelling building and giving direct access to such spa and swimming pool.

Extension of Coverage

The *Extension of Coverage* titled *Tear Out and Repair* under *Section I Property Damage Coverages* is replaced with this coverage, but only for the property insured under this endorsement.

TEAR OUT AND REPAIR

We will pay the cost of tearing out and repairing any part of the building or **premises** as needed to allow repairs to be made to the installations having caused loss or damage to insured property provided such loss or damage is covered by this endorsement.

Limitation to Outdoor Growing Plants

If trees, shrubs, plants or lawns located outdoors, on the **premises**, are damaged during tear out or repair, we will pay a maximum amount of \$250 per tree, shrub or plant.

The maximum amount payable for such trees, shrubs, plants and lawns, including the cost to remove debris, shall not exceed:

- 5% of the amount of insurance for *Coverage A Dwelling Building* written on the *Coverage Summary* page, if you are insured as a homeowner;
- or
- 5% of the amount of insurance for *Coverage A Unit and Improvements and Betterments* written on the *Coverage Summary* page, if you are insured as a condominium unit owner; or
 - 10% of the amount of insurance for *Coverage C Personal Property (Contents)* written on the *Coverage Summary* page, if you are insured as a tenant.

WE DO NOT INSURE:

Any increase in the cost of repairing, replacing or reconstructing undamaged property resulting from changes in the height, size or style of the spa or swimming pool.

Insured Perils

The section titled *Insured Perils* under *Section I Property Damage Coverages* is replaced with this *Insured Perils* section, but only for the property insured under this endorsement. Subject to the exclusions and limitations, you are insured against all risks of direct loss or damage to property insured under this endorsement which includes loss or damage due to freezing and thawing and to the weight of ice or snow.

Common Exclusions

The section titled *Common Exclusions* under *Section I Property Damage Coverages* is replaced with this *Common Exclusions* section, but only for the property insured under this endorsement.

(1) By-Laws

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

(2) Data

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

- (a) to **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.

(3) 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 endorsement and resulting from such defect, malfunction or breakdown.

(4) 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.

(5) 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;
- the weight of a building, backfill or any other installation.

However, we insure loss or damage caused directly to insured property by freezing or thawing of the ground. We also insure loss caused directly to insured property by an insured peril under this endorsement and resulting from such ground movement.

(6) Faulty Material or Workmanship

WE DO NOT INSURE the cost of correcting faulty material or workmanship.

However, we insure loss or damage caused directly to insured property by an insured peril under this endorsement and resulting from such faulty material or workmanship.

(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 endorsement 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 waterborne 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 Animals

WE DO NOT INSURE loss or damage caused by vermin, insects, birds, rodents, racoons and bats.

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

(11) 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 endorsement.

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

(12) Marring or Scratching

WE DO NOT INSURE marring or scratching of any property, except if such loss or damage is caused directly by one of the following insured perils:

- Fire;
- Lightning;
- Fluctuations in artificially generated electric currents;
- Explosion;
- Smoke;
- Impact by objects which strike the exterior of the building;
- Impact with a vehicle or aircraft;
- Riot;
- Vandalism;
- Water damage;
- Hail;
- Windstorm;
- **Transportation accidents**;
- Theft or attempted theft.

(13) 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.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

(14) Reactive Minerals

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

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

(15) 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.

(16) Settling

WE DO NOT INSURE loss or damage caused to property by its settling, expansion, contraction, moving, bulging, buckling or cracking, except where such loss or damage results from an insured peril under this endorsement.

However, we insure loss or damage caused directly to insured property by an insured peril under this endorsement and resulting therefrom.

(17) 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.

(18) Theft or Attempted Theft

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

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

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

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

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

(19) Use of Premises

WE DO NOT INSURE **occurrences** that occur while all or part of the **premises**, including the dwelling building or **detached private structures**, 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.

(20) Vacancy

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

(21) Vandalism

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) 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*.

(22) 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.

(23) Willful Negligence or Criminal Act

WE DO NOT INSURE **occurrences** resulting from any willful 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 willful negligence or criminal act.

(24) 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 endorsement and resulting from such work.

Basis of Settlement

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

We will pay, whether the damaged property has been replaced or not, according to the percentage of the Replacement Cost indicated in the table below:

| AGE OF POOL OR SPA, EQUIPMENT AND ACCESSORIES | PERCENTAGE OF REPLACEMENT COST |
|---|--------------------------------|
| Less than 5 years | 100% |
| 5 years | 85% |
| 6 years | 75% |
| 7 years | 65% |
| 8 years | 55% |
| 9 years | 45% |
| 10 years | 35% |
| 11 years and older | 25% |

DEDUCTIBLE

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

All provisions or sections of the insurance policy not amended by this endorsement continue to apply.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL USE OF GOLF CARTS - HMVLIQ

Words and phrases that appear in bold face are defined in the policy to which this endorsement applies. If permission for ADDITIONAL USE OF GOLF CARTS - FORM HMVLIQ is stated on the *Coverage Summary* page, WE INSURE motorized golf carts while in use:

- 1) on your **premises**;
- 2) on a golf course and within the boundaries of a golf course;
- 3) on any municipal roadway where permitted by municipal law; or
- 4) on private property such as camp grounds, recreational parks, mobile home communities, retirement communities and gated communities where:
 - (i) the community by-laws permit the use of golf carts; and
 - (ii) the roadways within that community are privately maintained and controlled.

WE DO NOT INSURE the use or operation of golf carts, whether owned by you or not, while:

1. used on public roads or highways unless permitted by law;
2. used for carrying passengers for compensation;
3. used for **business** purposes;
4. used in any race or speed test;
5. rented to others; or
6. being used or operated without the owner's consent if you are not the owner.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

BOAT AND MOTOR COVERAGE FORM - 1110Q

Words and phrases that appear in bold face are defined in the policy to which this endorsement is attached.
The insurance provided by this endorsement covers within the continental limits of Canada and the United States of America.

INSURED PROPERTY

We insure only such articles as are specified in the Coverage Summary for this endorsement.

WE INSURE:

1. The boat(s) described in the Coverage Summary including its permanently attached equipment (except outboard motors).
2. The motor(s) described in the Coverage Summary including fuel containers and electric starting equipment or controls supplied as integral equipment by the manufacturer.
3. Boat equipment not included in 1. or 2. above, including batteries, oars, oarlocks, anchors, boat covers, cushions, life preservers, fire extinguishers, extra gasoline tanks, horns, pumps and similar property, while such property is attached to or contained in or on the boat(s) covered by the insurance.
4. The trailer(s) described in the Coverage Summary.

INSURED PERILS

For the purpose of this endorsement, the **INSURED PERILS** clause under **SECTION I - PROPERTY COVERAGES** of the policy is replaced by the following: **YOU ARE INSURED** against all risks of direct loss or damage to insured property subject to the exclusions and limitations of this endorsement.

PROPERTY EXCLUDED

For the purpose of this endorsement, the **PROPERTY EXCLUDED** clause under **SECTION I - PROPERTY COVERAGES** of the policy is replaced by the following:

WE DO NOT INSURE:

1. Any property illegally acquired or kept.
2. Any property lawfully seized or confiscated.
3. Damage to property causing the loss, including but not limited to cases where the loss results from the breakdown, inherent vice or nature of the property.

4. Used as a public or livery conveyance for carrying passengers for compensation.
5. While rented to others.
6. While operated in any official race or speed test. This exclusion does not apply to sailboats. Unless coverage is shown in the Coverage Summary:
7. Samples, goods and other property at any fairground, exhibition or exposition for the purpose of exhibition or sale.
8. Property pertaining to a **business**, including farming, which is not declared in the Coverage Summary.

COMMON EXCLUSIONS

For the purpose of this endorsement, the **COMMON EXCLUSIONS** clause under **SECTION I - PROPERTY COVERAGES** of the policy is replaced by the following: The following exclusions are additional to those contained elsewhere in this endorsement.

WE DO NOT INSURE:

1. Activities
Loss or damage occurring while the **premises**, including the **dwelling** building or detached private structures, are used in whole or in part for criminal activities known to the **Insured**.
2. Animals
Loss or damage caused by vermin, insects, birds, rodents, racoons and bats.
3. Impact by water-borne objects
Loss or damage caused by impact by water-borne objects.
4. Contamination
Loss, damage or expense caused directly or indirectly by biological contamination of any kind and from any source.
5. Defects
Loss or damage caused by defect or mechanical electrical or electronic breakdown or disturbance. This exclusion does not apply:
 - a. to loss or damage caused by fluctuations in artificially generated electric currents;
 - b. to resulting damage to other property insured hereunder caused by a peril not otherwise excluded.
6. Water damage:
 - a. caused by continuous or repeated discharge or overflow of water, whether or not the **Insured** was aware of such discharge or overflow;
 - b. caused by seepage;

- c. caused by the discharge, backing up or overflow of water from a building sewer, sewer, ditch, sump, septic tank, drain field or other wastewater treatment system, **retention tank** or **holding pond**, French drain, eavestrough, downspout or rainwater leader;
 - d. caused by rupture due to freezing:
 - (1) of outdoor systems or vessels containing water, but this exclusion does not apply to damage caused by the rupture of the drinking water main supplying the **dwelling** building;
 - (2) outdoor inground swimming pools, inground spas, saunas or their equipment;
 - (3) during the usual heating season, of property which is located within:
 - (a) an unheated building;
 - (b) a heated building, if you have been away from your **premises** for more than 4 consecutive days, but you will still be insured if you had taken either of the following precautions:
 - i) arranged for a competent person to enter your **dwelling** daily to ensure that heating was being maintained; or
 - ii) shut off the water supply and drained all the pipes and appliances. Damage caused by freezing to property inside the **premises** is covered if you had taken either one of the precautions mentioned above;
 - e. caused by entrance, seepage or run-off of ground or surface water through basement walls, doors, windows or other openings therein, foundations, basement floors or sidewalks, unless concurrently and directly caused by a peril not otherwise excluded;
 - f. caused by entrance or seepage of rain or snow through walls or roofs and doors, windows or other similar openings there in, unless through an aperture concurrently and directly caused by a peril not otherwise excluded;
 - g. occurring while the **dwelling** building is under construction or **vacant** even if permission for construction or vacancy has been given by us;
 - h. caused to outdoor inground swimming pools, inground spas, saunas and their equipment.
7. Gradual damage
- a. loss or damage to property caused by wear and tear or gradual deterioration;
 - b. loss or damage to property caused by rust, corrosion, dampness, extremes of temperature, wet or dry rot, **fungi** or **spores**;
- c. repeated damage to property; However, resulting damage to other property insured hereunder caused by a peril not otherwise excluded is insured.
8. Data
- a. the cost of gathering or assembling information or **data**;
 - b. loss or damage caused directly or indirectly:
 - (1) to **data**;
 - (2) by **data problem**. However, if fire or explosion results from **data problem**, this exclusion does not apply to damage to insured property directly caused by such perils.
9. Willful negligence or criminal act
Loss or damage resulting from any criminal act or willful negligence by an **Insured**, but this exclusion does not apply to any other **Insured** who has not committed and is not involved in the criminal act or willful negligence.
10. War
Loss, damage or expense caused directly or indirectly by invasion, war or civil war, insurrection, rebellion, revolution, military or usurped power or by operation of armed forces while engaged in hostilities, whether war be declared or not.
This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.
11. Flood
Loss, damage or expense caused directly or indirectly by **flood** reaching the **premises**.
This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.
12. Faulty material or workmanship
The cost of making good faulty material or workmanship.
13. Marring, scratching or breakage
Marring or scratching of any property or breakage of any fragile or brittle articles unless caused by Impact by objects or with a vehicle or aircraft, Riot, **Vandalism**, Hail, Windstorm, Theft or attempted theft.
14. Natural earth movements Loss or damage
- a. caused directly or indirectly to property by natural earth movements such as:
 - (1) earthquake and volcanic eruption;
 - (2) snowslide, landslide, subsidence, erosion or expansion;

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

- (3) tidal wave and tsunami.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.

- b. caused directly to property by natural earth movements resulting from:
- (1) freezing and thawing;
 - (2) exposure to cold or heat;
 - (3) the drying out, irrigation or drainage of the ground.

15. Water table

Loss or damage to property caused directly or indirectly by a rising of the water table.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.

16. Work on property

Loss or damage to property while being worked on or undergoing any process, whether or not it involves the application of heat, but resulting damage to other property insured hereunder caused by a peril not otherwise excluded is insured.

17. Pollution

Loss, damage or expense caused directly or indirectly or arising out of the actual or threatened discharge, dispersal, release or escape of **pollutants**.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.

18. Nuclear incident

- a. loss, damage or expense caused directly or indirectly by any nuclear accident as defined in any nuclear liability act, law or statute, or any law amendatory there of or nuclear explosion;
- b. loss or damage caused by contamination by radioactive material.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.

19. Settling

Loss or damage caused by settling, expansion, contraction, moving, bulging, buckling or cracking of property.

20. Terrorism

Loss, damage or expense 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 are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.

21. Theft or attempted theft

Loss or damage caused by theft or attempted theft by any tenant or member of the tenant's household to property used by them.

BASIS OF SETTLEMENT

We will not pay for a total loss of insured property unless the expenses of recovering or replacing the insured property shall exceed the Amount of Insurance.

With respect to boat equipment described under **INSURED PROPERTY 3**, we will not pay for a greater proportion of any loss than the Amount of Insurance bears to the actual cash value of the insured property at the time of the occurrence.

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

Any loss or damage shall not reduce the Amount of Insurance provided by this endorsement. If, following payment of a claim, you acquire any articles to replace those which were lost or damaged, you must tell us within 30 days.

Deductible

Unless otherwise stated, the deductible shown in the Coverage Summary applies to this endorsement.

SPECIAL CONDITIONS

You warrant that the insured property is in sound condition at the time of attachment of this insurance. Plywood, plastic, fiberglass and moulded hull boats shall be repaired according to the manufacturer's specifications or accepted repair practice. Our liability shall be limited to an amount not in excess of the cost of making such repairs. If you acquire another boat or motor to replace the described property, we will insure the newly acquired property for a period not exceeding 30 days from date of acquisition. We shall be liable only for the Amount of Insurance on the property disposed of or the invoice cost of the new property, whichever is less.

Coverage does not extend beyond the date this endorsement ends. All other terms and conditions of the policy remain unchanged.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.



**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

BUILDING BY-LAWS COVERAGE FORM - 1552Q

This endorsement amends the insurance policy to which it is attached.

Words and expressions in bold are defined in the Definitions section of the insurance policy to which this endorsement is attached.

Amount of Insurance

The amount of insurance for this endorsement is written on the *Coverage Summary* page.

Coverage

We insure the following losses or expenses arising directly from the application of any legal provisions that regulate zoning or the demolition, replacement, repair or reconstruction of the dwelling building or its **detached private structures**, located on the **premises**:

- (1) Loss caused by the demolition of any part of the building not damaged by the occurrence.
- (2) The cost of tearing out and removing debris from any part of the building not damaged by the occurrence.
- (3) Any increase in the cost to repair, replace or reconstruct buildings damaged by the occurrence.

This coverage applies subject to the following conditions:

- (a) The property covered by this endorsement must have been damaged by an insured **occurrence** under the insurance policy to which this endorsement is attached.
- (b) The loss or expense covered by this endorsement must be attributable to compliance with the minimum requirements of the legal provisions in effect at the time of the occurrence.
- (c) The property covered by this endorsement must be repaired, replaced or reconstructed.

Basis of Settlement

The basis of settlement pertaining to Dwelling Building and Detached Private Structures in the section titled *Basis of Settlement* under *Section I - Property Damage Coverages* is replaced by the following, but only for the application of this endorsement.

If the following conditions are met, we will pay the cost, at the date of the **occurrence**, to repair, replace or rebuild, whichever is lower, your dwelling building or its **detached private structures**:

- (a) Repair, replacement or rebuilding must be carried out on the same site as the damaged building.

However:

- If, due to the application of legal provisions, repair, replacement or rebuilding cannot be carried out on the same site, we authorize rebuilding on an adjacent site.

or

- If, due to the application of legal provisions, repair, replacement or rebuilding cannot be carried out either on the same site of the damaged building or on an adjacent site, we authorize rebuilding on another site located in the same municipality.

- (b) The materials used for repair, replacement or rebuilding must:

- meet the minimum requirements of the legal provisions in effect at the time of the **occurrence**;

or

- be of like quality to those which existed prior to the **occurrence**, when such materials meet the minimum requirements of the legal provisions which are in effect at the time of the **occurrence**.

- (c) Repair, replacement or rebuild 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.

All provisions or sections of the insurance policy that are not amended by this endorsement continue to apply.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

EARTHQUAKE COVERAGE FORM - 1554Q

This endorsement amends the insurance policy to which it is attached.

Definitions

For the purposes of this endorsement, the following definitions will apply:

Earthquake means a seismic event that causes ground movement, including avalanche, subsidence, landslide or volcanic eruption.

Multiple tremors means all **earthquakes** occurring over a period of 168 consecutive hours, whether they caused damage or not.

Other words and expressions in bold are defined in the Definitions section of the insurance policy to which this endorsement is attached.

Insured Perils

- (a) We insure loss or damage caused directly to insured property by an **earthquake**.
- (b) We insure loss or damage caused directly to insured property by a fire, explosion or smoke resulting from an **earthquake**.
- (c) We insure loss or damage caused directly to insured property by wind, hail, water, rain or snow that enters the building through an opening which has been created suddenly and accidentally by an **earthquake**.

In the case of **multiple tremors** and when the 168-hour period begins during the term of this endorsement all such loss or damage will be considered to arise out of one **occurrence**. Expiration of this endorsement will not end the 168-hour coverage period.

Exclusions

- (a) WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by a seiche, tidal wave or tsunami, whether or not attributable to an earthquake.
- (b) WE DO NOT INSURE loss or damage caused by multiple tremors and covered by a previous insurer's insurance policy.
- (c) WE DO NOT INSURE loss or damage caused to trees, shrubs, plants and lawns, nor the cost of removing them from the premises.

Basis of settlement Deductible

We are responsible only for the amount by which the loss or damage caused by any **single earthquake** as defined exceeds the amount of the deductible shown on the *Coverage Summary* pages for each coverage involved in any one **occurrence**.

The deductible does not apply to **additional living expense**.

All provisions or sections of the insurance policy not amended by this endorsement continue to apply.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

ENHANCEMENT COVERAGE FORM – 2067Q

This endorsement attaches to and amends the following insurance policies:

HOMEOWNERS SPECIFIED PERILS FORM – 1501

HOMEOWNERS BUILDING – COMPREHENSIVE CONTENTS – SPECIFIED PERILS FORM - 1502

HOMEOWNERS COMPREHENSIVE FORM – 1503

TENANTS SPECIFIED PERILS FORM – 1506

TENANTS COMPREHENSIVE FORM – 1507

CONDOMINIUM UNIT OWNERS SPECIFIED PERILS FORM - 1510

CONDOMINIUM UNIT OWNERS COMPREHENSIVE FORM – 1511

Words and expressions in bold are defined in the *Definitions* section of the insurance policy to which this endorsement is attached.

The categories listed below replace those found in Section I - Coverage C – Personal Property (Contents) – LIMITATION OF AMOUNT PAYABLE FOR CERTAIN PERSONAL PROPERTY:

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

- (2) \$6,000 for securities.
- (3) \$3,000 for boats or **watercraft**, whether assembled or not, including their furnishings, equipment, accessories, motors and trailers.
- (6) \$4,000 for goods or samples intended for sale but not pertaining to a **business**.
- (9) \$3,000 for collectible cards.
Collectible cards include, but are not limited to, sports or entertainment personality card.

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

- (1) \$7,500 for manuscripts and numismatic and philatelic property.
- (4) \$6,000 for tape recorder and VCR tapes, vinyl records, compact discs, video DVDs or other similar audio or video media.
- (5) \$4,000 for video games of any kind.
- (6) \$6,000 for collections not subject to any other limitation.

The coverages listed below replace, or are in addition to, those found in Section I – Extensions of Coverage.

- Lock Replacement, Rekeying or Repair
We will pay for the replacement, rekeying or repair, whichever is the least expensive, of locks on the **premises** described in the Declarations if your keys are stolen.

We will pay a maximum amount of \$1,500.

The deductible does not apply to this coverage.

Section I – Extensions of Coverage (3) under the following forms:

HOMEOWNERS SPECIFIED PERILS FORM – 1501

HOMEOWNERS BUILDING – COMPREHENSIVE CONTENTS – SPECIFIED PERILS FORM - 1502

HOMEOWNERS COMPREHENSIVE FORM – 1503

TENANTS SPECIFIED PERILS FORM – 1506

TENANTS COMPREHENSIVE FORM – 1507

CONDOMINIUM UNIT OWNERS COMPREHENSIVE FORM – 1511

This coverage is added to Section I – Extensions of Coverage on the following form:

CONDOMINIUM UNIT OWNERS SPECIFIED PERILS
FORM - 1510

- **Business Property**

We cover insured personal property pertaining to a **business**, up to \$4,000. 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.

Section I – Extensions of Coverage (6) under the following forms:

HOMEOWNERS SPECIFIED PERILS FORM – 1501

HOMEOWNERS BUILDING –
COMPREHENSIVE CONTENTS – SPECIFIED
PERILS FORM - 1502

HOMEOWNERS COMPREHENSIVE FORM –
1503

TENANTS SPECIFIED PERILS FORM – 1506

TENANTS COMPREHENSIVE FORM – 1507

CONDOMINIUM UNIT OWNERS
COMPREHENSIVE FORM - 1511

Section I – Extensions of Coverage (5) under form:

CONDOMINIUM UNIT OWNERS SPECIFIED
PERILS FORM – 1510

- **Food in a Freezer or Refrigerator**

We insure loss or damage caused directly to foods contained in a freezer or refrigerator which is located on the **premises** described in the Declarations 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 \$3,000, 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 disconnection of the power supply of the appliance, whether accidental or not.

No deductible applies to this coverage.

Section I – Extensions of Coverage (8) under the following forms:

HOMEOWNERS SPECIFIED PERILS
FORM – 1501

HOMEOWNERS BUILDING –
COMPREHENSIVE CONTENTS –
SPECIFIED PERILS FORM - 1502

HOMEOWNERS COMPREHENSIVE
FORM – 1503

TENANTS SPECIFIED PERILS FORM – 1506

TENANTS COMPREHENSIVE FORM – 1507

CONDOMINIUM UNIT OWNERS
COMPREHENSIVE FORM - 1511

Section 1 – Extensions of Coverage (7) under form:

CONDOMINIUM UNIT OWNERS SPECIFIED
PERILS FORM - 1510

- **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* exclusion under the *Common Exclusions* section (which relates to theft occurring in any location you own or rent).

We will pay a maximum amount of \$2,500.

“Wawanesa Insurance” is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

Section I – Extensions of Coverage (10) under the following forms:

HOMEOWNERS COMPREHENSIVE
FORM – 1503

TENANTS COMPREHENSIVE
FORM – 1507

CONDOMINIUM UNIT OWNERS
COMPREHENSIVE FORM - 1511

- **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 \$2,500.

Section I – Extensions of Coverage (10) under the following forms:

HOMEOWNERS SPECIFIED PERILS FORM –
1501

HOMEOWNERS BUILDING –
COMPREHENSIVE CONTENTS – SPECIFIED
PERILS FORM - 1502

TENANTS SPECIFIED PERILS FORM – 1506

Section 1 – Extensions of Coverage (9) under form:

CONDOMINIUM UNIT OWNERS SPECIFIED
PERILS FORM - 1510

- **Property Removed from the Premises as a Precaution**
As a result of an insured **occurrence**, 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 90 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.

Section I – Extensions of Coverage (11) under the following forms:

HOMEOWNERS SPECIFIED PERILS
FORM – 1501

HOMEOWNERS BUILDING –
COMPREHENSIVE CONTENTS – SPECIFIED
PERILS FORM - 1502

HOMEOWNERS COMPREHENSIVE FORM
– 1503 TENANTS SPECIFIED PERILS FORM
– 1506 TENANTS COMPREHENSIVE FORM –
1507

CONDOMINIUM UNIT OWNERS
COMPREHENSIVE FORM - 1511

Section 1 – Extensions of Coverage (10) under form:

CONDOMINIUM UNIT OWNERS SPECIFIED
PERILS FORM – 1510

- **Loss of Computer Data**
We insure loss of computer **data** caused directly by an insured peril.

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 \$4,000.

Section I – Extensions of Coverage (14) under the following forms:

HOMEOWNERS SPECIFIED PERILS FORM – 1501

HOMEOWNERS BUILDING – COMPREHENSIVE CONTENTS – SPECIFIED PERILS FORM - 1502

HOMEOWNERS COMPREHENSIVE FORM – 1503

CONDOMINIUM UNIT OWNERS COMPREHENSIVE FORM – 1511

Section I – Extensions of Coverage (15) under the following forms:

TENANTS SPECIFIED PERILS FORM – 1506

TENANTS COMPREHENSIVE FORM – 1507

Section I – Extensions of Coverage (13) under form:

CONDOMINIUM UNIT OWNERS SPECIFIED PERILS FORM - 1510

- Funeral Benefit

We will pay up to \$5,000 towards funeral expenses for each **Insured** that perishes as a result of an insured peril while on the **Premises**, as described in the Declarations.

This is additional insurance.

No deductible applies to this coverage.

This coverage is added to Section I – Extensions of Coverage on the insurance policy to which this endorsement is attached.

“Wawanesa Insurance” is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ESTATE OF PERMISSION FOR UNOCCUPANCY FORM - 3109Q

Words and phrases that appear in bold face are defined in the policy to which this endorsement is attached.

1. If the Declarations are amended to indicate that this policy is now in the name of the Estate Of, then, for the purpose of any coverages, limitations and/or exclusions contained within this policy, any "dwelling(s)" on this policy that was not deemed to be under construction or "vacant" immediately prior to the "insured's" death, will be considered unoccupied but not "vacant".
2. In addition to any other clauses in this policy that may apply to unoccupancy, it is further agreed between "us" and the "insured" that all "premises" covered by this endorsement shall:
 - a. be under the supervision and care of a competent person;
 - b. have the doors and windows of all buildings on the "premises" kept securely closed and locked;
and
 - c. be kept clear of any rubbish; during this period of unoccupancy.

Insurance under this policy for any "dwelling" and/or "premises" covered by this endorsement ceases during any period you fail to maintain the requirements in 2., above, but only for such period of time that the requirements have not been met.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

**FIRE, EXPLOSION, SMOKE FOLLOWING
EARTHQUAKE - EQFFQ**

Words and phrases that appear in bold face are defined in the policy to which this endorsement is attached.

DEFINITIONS

For the purpose of this endorsement the following definitions are added.

In addition, wherever used in this endorsement:

Earthquake shock includes snowslide, landslide, volcanic eruption, other earth movement and tidal waves occurring at the same time as and directly resulting from an earthquake.

Single earthquake means all earthquake shocks which occur within 168 consecutive hours during the endorsement period.

SECTION I - COMMON EXCLUSIONS

Paragraph Natural earth movements is replaced by the following:

Natural earth movements

- a. loss or damage caused directly or indirectly to property by natural earth movements such as:
 - (1) earthquake and volcanic eruption;
 - (2) snowslide, landslide, subsidence, erosion or expansion;
 - (3) tidal wave and tsunami.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.

- b. loss or damage caused directly to property by natural earth movements resulting from:
 - (1) freezing and thawing;
 - (2) exposure to cold or heat;
 - (3) the drying out, irrigation or drainage of the ground.

However, direct loss by fire, explosion or smoke resulting from a single earthquake is covered.

DEDUCTIBLE

We are responsible only for the amount by which the loss or damage caused by any single earthquake as defined exceeds the amount of the deductible shown on the *Coverage Summary* pages for each coverage involved in any one occurrence.

The deductible does not apply to additional living expenses.

All other terms and conditions of the policy remain unchanged.

GENERAL CONDITIONS

This policy is subject to the Civil Code of the Province of Québec.

Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations.

For all coverages except where inapplicable.

1. STATEMENTS

1.1 Representation of risk (Article 2408)

The client, and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries.

The client means the person submitting an insurance application.

1.2 Material change in risk (Articles 2466 and 2467)

The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it.

On being notified of any material change in the risk, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty days of the proposal, the policy ceases to be in force.

1.3 Misrepresentations or concealment (Articles 2410, 2411 and 2466)

Any misrepresentation or concealment of relevant facts mentioned in section 1.1 and in the first paragraph of section 1.2 by the client or the Insured nullifies the contract at the instance of the Insurer, even in respect of losses not connected with the risk so misrepresented or concealed.

Unless the bad faith of the client or of the Insured is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

1.4 Warranties (Article 2412)

Any increase in risk resulting from a breach of warranty suspends the coverage until accepted by the Insurer or until such breach has been remedied by the Insured.

2. GENERAL PROVISIONS

2.1 Insurable interest (Articles 2481 and 2484) (Applicable only to property insurance)

A person has an insurable interest in a property where the loss or deterioration of the property may cause him direct and immediate damage. It is necessary that the insurable interest exist at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the Insured has no insurable interest is null.

2.2 Changes (Article 2405)

The terms of this policy shall not be waived or changed except by endorsement.

2.3 Assignment (Articles 2475 and 2476)

This policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property. Upon the death or bankruptcy of the Insured or the assignment of his interest in the insurance to a co-Insured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining Insured, subject to his performing the obligations that were incumbent upon the Insured.

2.4 Books and records

The Insurer and its authorized representatives shall have the right to examine the books and records related to the subject matter of this insurance at any time during the period of this policy and the three subsequent years.

2.5 Inspection

The Insurer and its authorized representatives shall have the right but are not obligated to make inspections of the risk, inform the Insured of the conditions found and recommend changes. Any inspections, surveys, findings or recommendations relate only to insurability and the premiums to be charged. They shall not constitute a warranty that the **premises**, property or operations are safe or healthful or comply with laws, codes or standards.

2.6 Currency

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

3. LOSSES

3.1 Notice of loss (Article 2470)

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Insured where such non-compliance has caused prejudice to the Insurer.

3.2 Information to be provided (Article 2471)

The Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance; he shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the Insured is unable to fulfill such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfill his obligation, any interested person may do so on his behalf.

In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, subpoena or writ or document reserve in connection with a claim.

3.3 False representation (Article 2472)

Any deceitful representation entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates.

However, if the **occurrence** of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

3.4 Intentional fault (Article 2464)

The Insurer is never liable to compensate for injury resulting from the Insured's intentional fault. Where there is more than one Insured, the obligation of coverage remains in respect of those Insureds who have not committed an intentional fault.

Where the Insurer is liable for injury caused by a person for whose acts the Insured is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

3.5 Notice to police (applicable to property insurance only)

The Insured must promptly give notice to the police of any loss caused by vandalism, theft or attempted theft or other criminal act.

3.6 Safeguarding and examination of property (Article 2495) (applicable to property insurance only)

At the expense of the Insurer, the Insured must take all reasonable steps to prevent further loss or damage to the insured property and any further loss or damage resulting directly or indirectly from the Insured's failure to take such action shall not be recoverable.

The Insured may not abandon the damaged property if there is no agreement to that effect. The Insured shall facilitate the salvage and inspection of the insured property by the Insurer. He shall, in particular, permit the Insurer and his representatives to visit the premises and examine the insured property before repairing, removing or modifying the damaged property, unless so required to safeguard the property.

3.7 Admission of liability and cooperation

The Insured shall cooperate with the Insurer in the processing of all claims.

(The following two paragraphs are applicable to liability insurance only: article 2504).

No transaction made without the consent of the Insurer may be set up against him.

The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own risk.

3.8 Right of action (Article 2502) (applicable to liability insurance only)

The Insurer may set up against the injured third person any grounds he could have invoked against the Insured at the time of the loss, but not grounds pertaining to facts that occurred after the loss; the Insurer has a right of action against the Insured in respect of facts that occurred after the loss.

4. COMPENSATION AND SETTLEMENT

4.1 *Basis of settlement (Articles 2490, 2491, 2493) (applicable to property insurance only)*

Unless otherwise provided, the Insurer shall not be liable for more than the actual cash value of the property at the time of loss as normally determined.

In unvalued policies, the Amount of Insurance does not make proof of the value of the insured property. In valued policies, the agreed value makes complete proof, between the Insurer and the Insured, of the value of the insured property. If the Amount of Insurance is less than the value of the property the Insurer is released by paying the amount of the insurance in the event of total loss or a proportional indemnity in the event of partial loss.

4.2 *Pair and set (applicable to property insurance only)*

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

4.3 *Parts (applicable to property insurance only)*

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

4.4 *Fire insurance (Articles 2485 and 2486) (applicable to property insurance only)*

In fire insurance, the Insurer is bound to repair any damage which is an immediate consequence of fire or combustion, whatever the cause, including damage to the property during removal or that was caused by the means employed to extinguish the fire, subject to the exceptions specified in the policy. The Insurer is also liable for the disappearance of insured things during the fire, unless he proves that the disappearance is due to theft which is not covered.

The Insurer is not liable for damage caused solely by excessive heat from a heating apparatus or by any process involving the applications of heat where there is no fire or commencement of fire but, even where there is no fire, the Insurer is liable for damage caused by lightning or the explosion of fuel.

An insurer who insures a property against fire is not liable for damage due to fires or explosions caused by foreign or civil war, riot or civil disturbance, nuclear explosion, volcanic eruption, earthquake or other cataclysm.

4.5 *Replacement (Article 2494) (applicable to property insurance only)*

Subject to the rights of preferred and hypothecary creditors, the Insurer reserves the right to repair, rebuild or replace the insured property. He is then entitled to salvage and may take over the property.

4.6 *Time of payment (Articles 1591, 2469 and 2473)*

The Insurer shall pay the indemnity within sixty days after receiving the notice of loss or, at his request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.

Any outstanding premium may be deducted from the indemnity payable.

4.7 *Property of others (applicable to property insurance only)*

Where a claim is made as a result of loss of or damage to property not owned by the Insured, the Insurer reserves the right to pay the indemnity to the Insured or to the owner of the property and to deal directly with such owner.

4.8 *Waiver*

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of the policy by any act relating to arbitration or to the completion or delivery of proof of loss, or to the investigation or adjustment of the claim.

4.9 *Limitation of actions (Article 2925)*

Every action or proceeding against the Insurer under this policy shall be commenced within three years from the date the right of action has arisen.

4.10 *Subrogation (Article 2474)*

Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefore under this policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household. The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

5. OTHER INSURANCE

5.1 Property insurance (Article 2496)

The Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the Insurer or insurers of his choice, each being liable only for the amount he has contracted for.

No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Insured. Unless otherwise agreed, the indemnity is apportioned among the Insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

5.2 Liability insurance

The liability insurance provided under this policy is primary insurance except when stated to apply in excess of, or contingent upon the absence of, other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis whether primary, excess or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- Contribution by equal share:
If all of such other collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than would be payable if each insurer contributed an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and GENERAL CONDITIONS with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

- Contribution by limits:
If any such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss that the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

6. CANCELLATION (Articles 2477 and 2479)

This policy may be cancelled at any time:

- a. By mere written notice from each of the Named Insureds. Termination takes effect upon receipt of the notice and the Insured shall therefore be entitled to a refund of the excess of the "premium actually paid" over the short-term rate for the expired time. See 8. CANCELLATION TABLE.
- b. By the Insurer giving written notice to each of the Named Insureds. Termination takes effect fifteen days following receipt of such notice by the Insured at his last known address and the Insurer shall refund the excess of "premium actually paid" over the pro rata premium for the expired time. If the premium is subject to adjustment or determination as to amount, the refund shall be made as soon as practicable.

Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph a. or b. above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.

In this Condition, the words "premium actually paid" means the premium actually paid by the Insured to the Insurer or its representative but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative by the Insured.

7. NOTICE

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. Notice may be given to the Named Insured by letter personally delivered to him or by mail addressed to him at his last known address.

It is incumbent upon the sender to prove that such notice was received.

8. CANCELLATION TABLE

| Short Rate Table | | | | | |
|----------------------|-----------------------|----------------------|-----------------------|----------------------|-----------------------|
| Days Policy in force | % of Premium retained | Days Policy in force | % of Premium retained | Days Policy in force | % of Premium retained |
| 1 - 3 | 8 | 120 - 122 | 39 | 239 - 242 | 70 |
| 4 - 7 | 9 | 123 - 126 | 40 | 243 - 245 | 71 |
| 8 - 11 | 10 | 127 - 130 | 41 | 246 - 249 | 72 |
| 12 - 15 | 11 | 131 - 134 | 42 | 250 - 253 | 73 |
| 16 - 19 | 12 | 135 - 138 | 43 | 254 - 257 | 74 |
| 20 - 23 | 13 | 139 - 142 | 44 | 258 - 261 | 75 |
| 24 - 26 | 14 | 143 - 146 | 45 | 262 - 265 | 76 |
| 27 - 30 | 15 | 147 - 149 | 46 | 266 - 268 | 77 |
| 31 - 34 | 16 | 150 - 153 | 47 | 269 - 272 | 78 |
| 35 - 38 | 17 | 154 - 157 | 48 | 273 - 276 | 79 |
| 39 - 42 | 18 | 158 - 161 | 49 | 277 - 280 | 80 |
| 43 - 46 | 19 | 162 - 165 | 50 | 281 - 284 | 81 |
| 47 - 49 | 20 | 166 - 169 | 51 | 285 - 288 | 82 |
| 50 - 53 | 21 | 170 - 172 | 52 | 289 - 292 | 83 |
| 54 - 57 | 22 | 173 - 176 | 53 | 293 - 296 | 84 |
| 58 - 61 | 23 | 177 - 180 | 54 | 297 - 299 | 85 |
| 62 - 65 | 24 | 181 - 184 | 55 | 300 - 303 | 86 |
| 66 - 69 | 25 | 185 - 188 | 56 | 304 - 307 | 87 |
| 70 - 73 | 26 | 189 - 192 | 57 | 308 - 311 | 88 |
| 74 - 76 | 27 | 193 - 195 | 58 | 312 - 315 | 89 |
| 77 - 80 | 28 | 196 - 199 | 59 | 316 - 318 | 90 |
| 81 - 84 | 29 | 200 - 203 | 60 | 319 - 322 | 91 |
| 85 - 88 | 30 | 204 - 207 | 61 | 323 - 326 | 92 |
| 89 - 92 | 31 | 208 - 211 | 62 | 327 - 330 | 93 |
| 93 - 96 | 32 | 212 - 215 | 63 | 331 - 334 | 94 |
| 97 - 99 | 33 | 216 - 219 | 64 | 335 - 338 | 95 |
| 100 - 103 | 34 | 220 - 222 | 65 | 339 - 341 | 96 |
| 104 - 107 | 35 | 223 - 226 | 66 | 342 - 345 | 97 |
| 108 - 111 | 36 | 227 - 230 | 67 | 346 - 349 | 98 |
| 112 - 115 | 37 | 231 - 234 | 68 | 350 - 353 | 99 |
| 116 - 119 | 38 | 235 - 238 | 69 | 354 - 365 | 100 |

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

HOME-BASED BUSINESS COVERAGE - FORM 1264AQ

This form extends the insurance provided by “your” principal dwelling policy to cover the **business** conducted from “your” home and operated by “you”.

Coverage is subject to all the terms and conditions of “your” principal dwelling policy, except as amended by this form.

If the Declarations indicate HOME-BASED BUSINESS COVERAGE - FORM 1264AQ is included, “we” insure:

BUSINESS PERSONAL PROPERTY INSURED PROPERTY

COVERAGE C - PERSONAL PROPERTY (CONTENTS) in SECTION I PROPERTY DAMAGE COVERAGES is extended to include **business** personal property, including stock and **business** related equipment and tools belonging to “you” or for which “you” are responsible.

The BUSINESS PERSONAL PROPERTY Amount indicated in the Declarations is in addition to the COVERAGE C – PERSONAL PROPERTY (CONTENTS) Amount of Insurance shown in the Declarations.

EXTENSIONS OF COVERAGE

The following extensions apply to property located on the premises.

1. “Accounts receivable” up to a maximum of \$10,000.
2. “Valuable papers and records” up to a maximum of \$10,000.

The amounts shown above are in addition to the BUSINESS PERSONAL PROPERTY Amount.

INSURED PERILS

“Your” **business** personal property is insured against the same perils that apply to COVERAGE C - PERSONAL PROPERTY (CONTENTS) in SECTION I PROPERTY DAMAGE COVERAGES.

LOSS OR DAMAGE NOT INSURED

“We” do not insure:

1. any furs, jewellery (other than costume jewellery), precious metals or watches;
2. property “you” have loaned or rented to others, or have sold under a conditional sales agreement or deferred payment plan, once it has left “your” custody;

3. mysterious disappearance or shortages discovered when taking an inventory;
4. any loss or damage caused directly or indirectly by “misinterpretation of date”. But if loss or damage by any of the **INSURED PERILS** results, “we” will pay for that resulting damage.
5. loss or damage caused by or resulting from any of the following:
 - (1) errors or omissions in processing, copying, bookkeeping, accounting or billing. But “we” will pay for direct loss or damage caused by resulting FIRE or EXPLOSION.
 - (2) electrical or magnetic injury, disturbance or erasure of electronic recordings. But “we” will pay for direct loss or damage caused by lightning.
 - (3) unauthorized instructions to transfer property to any person or any place.

BASIS OF SETTLEMENT

BUSINESS PERSONAL PROPERTY: “We” will pay for insured loss or damage to **business** personal property on a *Repair or Replacement Cost Without Deduction for Depreciation* basis.

ACCOUNTS RECEIVABLE: If “you” cannot accurately establish the amount of “accounts receivable” outstanding as of the time of loss or damage, the following method will be used:

- (1) Determine the total of the average monthly amount of “accounts receivable” for the 12 months immediately preceding the month in which the loss or damage occurs; and
- (2) Adjust that total for any normal fluctuations in the amount of “accounts receivable” for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

The following will be deducted from the total amount of “accounts receivable”, however that amount is established:

- (1) The amount of the accounts for which there is no loss or damage;
- (2) The amount of the accounts that “you” are able to re-establish or collect;
- (3) An amount to allow for probable bad debts that “you” are normally unable to collect; and
- (4) All unearned interest and service charges.

VALUABLE PAPERS AND RECORDS: Clause (c) in (5) PERSONAL PROPERTY under BASIS OF CLAIM PAYMENT in SECTION I CONDITIONS does not apply to “valuable papers and records” that are actually replaced or restored.

MONEY

Clause A (1) in **LIMITATION OF AMOUNT PAYABLE FOR CERTAIN PERSONAL PROPERTY** is replaced by the following:

(1) \$1,000 for bullion, bank notes and money, including **cash cards, plastic money** and gift certificates

SINGLE AMOUNT OF INSURANCE EXCLUDED

The SINGLE AMOUNT OF INSURANCE - 1553Q, if shown on the Declarations, does not apply to the BUSINESS PERSONAL PROPERTY covered under this form.

LOSS OF INCOME

BUSINESS INCOME: “We” will pay for the actual loss of “business income” “you” sustain due to the necessary suspension of “your” “operations” during the “period of restoration”. The suspension must be caused by direct physical loss or damage to property at the described **premises** caused by or resulting from an INSURED PERIL.

EXTRA EXPENSE: “We” will pay the actual and necessary “extra expense” “you” incur during the “period of restoration” that “you” would not have incurred if there had been no direct physical loss or damage to property at the described **premises** by an INSURED PERIL.

“We” will only pay for loss of “business income” and “extra expense” that occurs within 12 consecutive months after the date of direct physical loss or damage. These coverages are not subject to the **Amounts of Insurance**.

No deductible applies to this coverage.

BUSINESS AND BUSINESS PROPERTY LIABILITY

Where this OPTIONAL COVERAGE is added to YOUR FARM INSURANCE POLICY, references to COVERAGE E – LEGAL LIABILITY in this form shall mean COVERAGE E - FARM LIABILITY.

COVERAGE E - LEGAL LIABILITY in SECTION II CIVIL LIABILITY COVERAGES is extended to include claims made or actions brought against “you” for **bodily injury** or **property damage** arising out of the “operations” of “your” home-based business.

The COVERAGE E - LEGAL LIABILITY Amount of Insurance is the maximum amount “we” will pay, under one or more sections of COVERAGE E - LEGAL LIABILITY, for all compensatory damages in any one **occurrence**.

This coverage is subject to all the limitations and exclusions listed in the policy. In addition, “you” are not insured for claims made or actions brought against “you” for:

1. **Property damage** to:
 - a. that particular part of real property on which “you” or any contractor, or subcontractor working directly or indirectly on “your” behalf is performing “operations”, if the **property damage** arises out of those “operations”;
 - b. that particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it other than **property damage** included within the “products and completed operations hazard”;
 - c. “your product” arising out of it or any part of it;
 - d. “your work” arising out of it or any part of it and included in the “products and completed operations hazard”, however this exclusion does not apply if the damaged work or the work out of which the damage arises was performed on “your” behalf by a subcontractor;
 - e. “impaired property” or property that has not yet been physically injured, arising out of:
 - (1) a defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
 - (2) a delay or failure by “you” or anyone working on “your” behalf to perform a contract or agreement in accordance with its terms.
2. Any loss, cost or expense incurred by “you” or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of “your product”, “your work” or “impaired property” if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
3. **Bodily injury** or **property damage** arising out of “misinterpretation of date”.

PERSONAL CYBER COVERAGE

Where Personal Cyber Coverage is added under Section I – Optional Coverage to your principal dwelling policy, the following amendments to such Optional Coverage shall apply:

The definition of fraud event appearing under the heading Key Words is amended by deleting the following subparagraph:

“Wawanesa Insurance” is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

12. Fraud Event

- b. Fraud event does not mean or include any occurrence:

(4) Arising from any of the following:

- (a) Your business or professional service;

The definition of affected individual appearing under the heading Key Words is amended by deleting the following subsection 1.a. in its entirety and replacing it with the following:

Affected individual must be someone whose personally identifying information is in your possession because of:

- (1) A family or personal relationship with you;
- (2) Your activities or responsibilities in connection with volunteer work for a non-profit organization; or
- (3) Your business or professional service.

The exclusions to coverage in the second paragraph under the heading Loss or Damage Not Insured are amended by deleting the words:

8. Loss arising from any business, including but not limited to any business owned or operated by you or any business employing you;

and replacing them with the following words:

8. Loss arising from any business employing you (this exclusion does not apply to losses arising from any business owned or operated by you);

DEFINITIONS

“Accounts Receivable” means:

1. all sums due to “you” from “your” customers, that “you” are unable to collect, as a direct result of loss or damage to “your” records of accounts receivable by an INSURED PERIL;
2. interest charges on any loan to offset impaired collections pending repayment of those sums which the loss or damage prevents “you” from collecting;
3. collection expenses in excess of normal collection costs, made necessary by the loss or damage;
4. other expenses reasonably incurred by “you” in re-establishing records of accounts receivable following the loss or damage.

“Business Income” means:

- a. net profit or loss before income taxes, that would have been earned or incurred; and
- b. continuing normal operating expenses incurred, including payroll.

“Extra Expense” means expense incurred:

- a. to avoid or minimize the suspension of business and to continue “operations”:
 - (1) at the described premises; or
 - (2) at replacement premises or at temporary locations, including:
 - (a) relocation expenses; and
 - (b) costs to equip and operate the replacement or temporary locations.
 - b. to minimize the suspension of business if “you” cannot continue “operations”.
 - c. (1) to repair or replace any property; or
(2) to research, replace or restore the lost information on damaged “valuable papers and records”;
- to the extent it reduces the amount of loss that otherwise would have been payable under BUSINESS INCOME or EXTRA EXPENSE.

“Impaired Property” means tangible property, other than “your product” or “your work”, that cannot be used or is less useful because:

- a. it incorporates “your product” or “your work” that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. “you” have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. the repair, replacement, adjustment or removal of “your product” or “your work”; or
 - b. “your” fulfilling the terms of the contract or agreement.

“Misinterpretation Of Date” means the failure of any: electronic **data** processing equipment, including microchips embedded therein; computer program; **computer software**; media; **data**; memory storage system; memory storage device; real time clock; date calculator; or any other related component, system process or drive; to correctly read, recognize, interpret or process any encoded, abbreviated or encrypted date, time or combined date/time **data** or **data** field. Such failure shall include any error in original or modified **data** entry programming.

“Operations”, for the purposes of this OPTIONAL COVERAGE, means “your” **business** activities occurring at the described **premises**.

“Period Of Restoration” means the period of time that:

- a. begins with the date of direct physical loss or damage caused by or resulting from an INSURED PERIL at the described premises; and
- b. ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that;

- (1) regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) requires any Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

"Pollutants", for the purposes of this OPTIONAL COVERAGE, means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Products And Completed Operations Hazard" includes all bodily injury and property damage:

- a. occurring away from the premises "you" own or rent and arising out of "your product" or "your work" except:
 - (1) products that are still in "your" physical possession; or
 - (2) work that has not yet been completed or abandoned.
- b. that arises out of "your product" manufactured, sold, handled, or distributed for consumption on premises "you" own or rent if the bodily injury or property damage occurs after "you" have relinquished possession of those products.

"Your work" will be deemed to be completed at the earliest of the following times:

- a. when all the work called for in the contract has been completed.
- b. when all the work to be done at the site has been completed if "your" contract calls for work at more than one site.
- c. when that part of the work done at the job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

This hazard does not include bodily injury or property damage arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

"Stock" means:

1. merchandise of every description usual to "your" home-based business;
2. packing, wrapping and advertising materials;
3. similar property belonging to others which "you" are under an obligation to keep insured or for which "you" are legally liable.

"Valuable Papers and Records" means written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, manuscripts and electronic media, but does not include money or securities, converted **data** or programs or instructions used in "your" **data** processing operations, including material on which the **data** is recorded.

"Your Product" means:

- a. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by "you", others trading in "your" name or a person or organization whose business or assets "you" have acquired;
- b. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes:

- a. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and
- b. the providing or failure to provide warnings or instructions.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

"Your Work" means:

- a. work or "operations" performed by "you" or on "your" behalf; and
- b. materials, parts or equipment furnished in connection with such work or "operations".

Your work includes:

- a. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your work; and
- b. the providing or failure to provide warnings or instructions

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

HORSE COVERAGE FORM - 970Q

Words and phrases that appear in bold face are defined in the policy to which this endorsement is attached.

INSURED PROPERTY

The following items are insured only where an Amount of Insurance is shown in the *Coverage Summary*.

WE INSURE:

1. Horses described in the Coverage Summary.
2. Saddlery, liveries, blankets, harnesses and similar equipment described in the Coverage Summary.
3. Unscheduled saddlery, liveries, blankets, harnesses and similar equipment. We will not pay more than \$250 on any one such item.

INSURED PERILS

WE INSURE:

1. Death or destruction directly resulting from or made necessary by:
 - a. fire;
 - b. lightning;
 - c. fluctuations in artificially generated electric currents;
 - d. explosion;
 - e. smoke. This peril means smoke due to a sudden and accidental unusual and faulty operation of any heating or cooking unit or fireplace. This peril does not include loss or damage by smoke from agricultural smudging and industrial operations;
 - f. falling objects, collapse of any building(s) or structure(s,) or the falling of tree(s) or their branches;
 - g. riot;
 - h. **vandalism**;
 - i. hail;
 - j. windstorm;
 - k. transportation. This peril means loss or damage to property insured caused by an accident to the motorized vehicle or attached trailer carrying the property;
 - l. earthquake, flood or drowning;
 - m. collision with land vehicles other than those owned or operated by you, your employees or other persons residing on your **premises**;
 - n. accidental shooting or mutilation except by you, your employees or other persons residing on your premises;

- o. attack by dogs or wild animals. This peril does not include loss or damage caused by dogs or wild animals owned by you, your employees or other persons residing on your **premises**;
- p. entrapment, meaning the accidental and involuntary ensnaring or restraint of an animal. This peril does not include loss or damage:
 - (1) due to animal birth;
 - (2) while in transit or being loaded or unloaded;
 - (3) while being handled or forcibly restrained for care or treatment or breeding;
 - (4) due to splitting; or
 - (5) suffocation of animals in their own fluids.
2. Theft. This peril does not include loss due to escape or mysterious disappearance.
3. Other property against all risks of direct physical loss or damage subject to the exclusions and conditions of this policy and coverage.

PROPERTY EXCLUDED

For the purpose of this endorsement, the **PROPERTY EXCLUDED** clause under **SECTION I - PROPERTY COVERAGES** of the policy is replaced by the following:

WE DO NOT INSURE:

1. Any property illegally acquired or kept.
 2. Any property lawfully seized or confiscated.
 3. Damage to property causing the loss, including but not limited to cases where the loss results from the breakdown, inherent vice or nature of the property.
- Unless coverage is shown in the Coverage Summary:
4. Samples, goods and other property at any fairground, exhibition or exposition for the purpose of exhibition or sale.
 5. Property pertaining to a **business**, including farming, which is not declared in the Coverage Summary.

LOSS OR DAMAGE NOT INSURED COMMON EXCLUSIONS

For the purpose of this endorsement, the **COMMON EXCLUSIONS** clause under **SECTION I - PROPERTY COVERAGES** of the policy is replaced by the following: The following exclusions are additional to those contained elsewhere in this endorsement. **WE DO NOT INSURE:**

1. Activities
Loss or damage occurring while the **premises**, including the **dwelling** building or **detached private structures**, are used in whole or in part for criminal activities known to the **Insured**.
2. Animals
Loss or damage caused by vermin, insects, birds, rodents, racoons and bats.

3. Impact by water-borne objects
Loss or damage caused by impact by water-borne objects.
 4. Contamination
Loss, damage or expense caused directly or indirectly by biological contamination of any kind and from any source.
 5. Defects
Loss or damage caused by defect or mechanical electrical or electronic breakdown or disturbance.
This exclusion does not apply:
 - a. to loss or damage caused by fluctuations in artificially generated electric currents;
 - b. to resulting damage to other property insured hereunder caused by a peril not otherwise excluded.
 6. Water damage:
 - a. caused by continuous or repeated discharge or overflow of water, whether or not the **Insured** was aware of such discharge or overflow;
 - b. caused by seepage;
 - c. caused by the discharge, backing up or overflow of water from a building sewer, sewer, ditch, sump, septic tank, drainfield or other wastewater treatment system, **retention tank or holding pond**, French drain, eavestrough, downspout or rainwater leader;
 - d. caused by rupture due to freezing:
 - (1) of outdoor systems or vessels containing water, but this exclusion does not apply to damage caused by the rupture of the drinking water main supplying the **dwelling** building;
 - (2) outdoor inground swimming pools, inground spas, saunas or their equipment;
 - (3) during the usual heating season, of property which is located within:
 - (a) an unheated building;
 - (b) a heated building, if you have been away from your **premises** for more than 4 consecutive days, but you will still be insured if you had taken either of the following precautions:
 - i) arranged for a competent person to enter your **dwelling** daily to ensure that heating was being maintained; or
 - ii) shut off the water supply and drained all the pipes and appliances. Damage caused by freezing to property inside the **premises** is covered if you had taken either one of the precautions mentioned above;
 - e. caused by entrance, seepage or run-off of ground or surface water through basement walls, doors, windows or other openings therein, foundations, basement floors or sidewalks, unless concurrently and directly caused by a peril not otherwise excluded;
 - f. caused by entrance or seepage of rain or snow through walls or roofs and doors, windows or other similar openings therein, unless through an aperture concurrently and directly caused by a peril not otherwise excluded;
 - g. occurring while the **dwelling** building is under construction or **vacant** even if permission for construction or vacancy has been given by us;
 - h. caused to outdoor inground swimming pools, inground spas, saunas and their equipment.
7. Gradual damage
 - a. loss or damage to property caused by wear and tear or gradual deterioration;
 - b. loss or damage to property caused by rust, corrosion, dampness, extremes of temperature, wet or dry rot, **fungi or spores**;
 - c. repeated damage to property.
However, resulting damage to other property insured hereunder caused by a peril not otherwise excluded is insured.
8. Data
Loss or damage caused directly or indirectly:
 - a. to **data**;
 - b. by **data problem**.
 However, if fire or explosion results from **data problem**, this exclusion does not apply to damage to **INSURED PROPERTY** directly caused by such perils.
9. Willful negligence or criminal act
Loss or damage resulting from any criminal act or willful negligence by an **Insured**, but this exclusion does not apply to any other **Insured** who has not committed and is not involved in the criminal act or willful negligence.
10. War
Loss, damage or expense caused directly or indirectly by invasion, war or civil war, insurrection, rebellion, revolution, military or usurped power or by operation of armed forces while engaged in hostilities, whether war be declared or not.
This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

11. Flood
Loss, damage or expense caused directly or indirectly by **flood** reaching the **premises**.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.

12. Faulty material or workmanship

The cost of making good faulty material or workmanship.

13. Marring, scratching or breakage

Marring or scratching of any property or breakage of any fragile or brittle articles unless caused by Impact by objects or with a vehicle or aircraft, Riot, **Vandalism**,

Hail, Windstorm, Theft or attempted theft.

14. Natural earth movements Loss or damage

a. caused directly or indirectly to property by natural earth movements such as:

- (1) earthquake and volcanic eruption;
- (2) snowslide, landslide, subsidence, erosion or expansion;
- (3) tidal wave and tsunami.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.

b. caused directly to property by natural earth movements resulting from:

- (1) freezing and thawing;
- (2) exposure to cold or heat;
- (3) the drying out, irrigation or drainage of the ground.

15. Water table

Loss or damage to property caused directly or indirectly by a rising of the water table.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.

16. Work on property

Loss or damage to property while being worked on or undergoing any process, whether or not it involves the application of heat, but resulting damage to other property insured hereunder caused by a peril not otherwise excluded is insured.

17. Pollution

Loss, damage or expense caused directly or indirectly or arising out of the actual or threatened discharge, dispersal release or escape of **pollutants**.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.

18. Nuclear incident

- a. loss, damage or expense caused directly or indirectly by any nuclear accident as defined in any nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion;
- b. loss or damage caused by contamination by radioactive material.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.

19. Settling

Loss or damage caused by settling, expansion, contraction, moving, bulging, buckling or cracking of property.

20. Terrorism

Loss, damage or expense 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 are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.

21. Theft or attempted theft

Loss or damage caused by theft or attempted theft by any tenant or member of the tenant's household to property used by them.

22. Dishonesty

Dishonesty of persons to whom the **INSURED PROPERTY** is entrusted. This exclusion does not apply where the person entrusted is a carrier for hire.

BASIS OF SETTLEMENT

Deductible

We are responsible only for the amount by which the loss or damage to property other than horses caused by any of the **INSURED PERILS** exceeds \$50. No other deductible applies to this optional coverage.

All other terms and conditions of the policy remain unchanged.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY IDENTITITY.**

FRAUD EXPENSE COVERAGE FORM - 1054Q

If the *Coverage Summary* page indicates that IDENTITY FRAUD EXPENSE COVERAGE FORM - 1054Q is included, you are insured for the following:

COVERAGE

We agree to pay the following expenses you actually incur resulting from "identity fraud";

- (1) Earnings lost by you as a result of unpaid time off work which must be taken to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants or legal counsel;
- (2) Loan application fees for reapplying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- (3) Costs for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- (4) Costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- (5) Telephone expenses for calls to **business**, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- (6) Reasonable fees incurred, with prior notice to and approval by us, if you hire a fraud mitigation professional to assist you in restoring the accuracy of your identifying information;
- (7) Reasonable lawyer fees incurred, with prior notice to and approval by us, for:
 - (a) your defense against any suit(s) by **businesses** or their collection agencies;
 - (b) the removal of any criminal or civil judgments wrongly entered against you; and
 - (c) any challenge to the information in your consumer credit report; which is required to restore your identifying information.

The expenses must result from an action of "identity fraud" that was discovered during the policy term.

EXCLUSIONS

WE DO NOT INSURE any expenses:

- (1) Which are caused or contributed to, in whole or in part, directly or indirectly by:
 - a) fraudulent, dishonest or criminal acts committed by:
 - (1) you;
 - (2) any person acting with you; or

(3) any person acting as your authorized representative; whether acting alone or in collusion with others.

- (2) That do not arise directly and solely as a result of an act of "identity fraud" and the subsequent steps required to restore the accuracy of your identifying information.

This endorsement does not apply to losses covered under Credit or Debit Cards and Forgery in SECTION I - PROPERTY DAMAGE COVERAGES - Extensions of Coverage.

AMOUNT OF INSURANCE

The IDENTITY FRAUD EXPENSE COVERAGE Amount of Insurance shown on the *Coverage Summary* page is the most we will pay for covered expenses from all "identity fraud" acts discovered in any one policy period, regardless of the number of acts discovered or the number of **Insureds** affected.

DEDUCTIBLE

We are responsible only for the amount by which covered expenses exceeds \$250 in any one policy period. No other deductible applies to this coverage.

DEFINITION

"Identity fraud" means the act of using, without lawful authority, your identifying information, to commit any unlawful activity that constitutes a crime or violation of any federal, provincial, territorial, municipal or local law.

ADDITIONAL CONDITIONS

- (1) You must comply with all terms and requirements stipulated with the issuance of any bank card or credit card including secure storage of PINs (Personal Identification Numbers) and personal information. If you do not, you will not be entitled to any coverage.
- (2) Upon discovering an act of "identity fraud" you must immediately notify us and an applicable law enforcement agency so steps can be initiated to restore the accuracy of your identifying information. If you do not, you will not be entitled to any coverage.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT AMENDS THE POLICY.
PLEASE READ IT CAREFULLY.**

**INGROUND SWIMMING POOL AND SPA
ENDORSEMENT - FORM 1567Q**

This endorsement amends the insurance policy to which it is attached.

Words and expressions in bold are defined in the DEFINITIONS section of the insurance policy to which this endorsement is attached.

INSURED PROPERTY

Without increasing the amounts of insurance written on the *Coverage Summary* page, we insure:

- (a) Your spa and swimming pool designed for inground installation, which are:
 - installed outdoors on the **premises**;
 - uninstalled, wherever located.
- (b) The equipment for such spa and swimming pool, including maintenance equipment and equipment to control water quality, wherever located.
- (c) Patios and decks not attached to the dwelling building and giving direct access to such spa and swimming pool.
- (d) Sidewalks which surround inground swimming pools and are essential to its installation.

EXTENSION OF COVERAGE

The *Extension of Coverage* titled *Tear Out and Repair* under *Section I – Property Damage Coverages* is replaced by this coverage, but only for the property insured under this endorsement.

Tear Out and Repair

We will pay the cost of tearing out and repairing any part of the building or **premises** as needed to allow repairs to be made to the installations having caused loss or damage to insured property provided such loss or damage is covered by this endorsement.

Limitation to Outdoor Growing Plants

If trees, shrubs, plants or lawns located outdoors, on the **premises**, are damaged during tear out or repair, we will pay a maximum amount of \$1000 per tree, shrub or plant.

The maximum amount payable for such trees, shrubs, plants and lawns, including the cost to remove debris, shall not exceed:

- 5% of the amount of insurance for *Coverage A – Dwelling Building* written on the *Coverage Summary*

- page, if you are insured as a homeowner; or
- 5% of the amount of insurance for *Coverage A – Unit and Improvements and Betterments* written on the *Coverage Summary* page, if you are insured as a condominium unit owner; or
- 10% of the amount of insurance for *Coverage C – Personal Property (Contents)* written on the *Coverage Summary* page, if you are insured as a tenant.
- This coverage does not apply to seasonal residences.

WE DO NOT INSURE:

Any increase in the cost of repairing, replacing or reconstructing undamaged property resulting from changes in the height, size or style of the spa or swimming pool.

INSURED PERILS

The section titled *Insured Perils* under *Section I – Property Damage Coverages* is replaced by this *Insured Perils* section, but only for the property insured under this endorsement.

Subject to the exclusions and limitations, you are insured against all risks of direct loss or damage to property insured under this endorsement, which includes loss or damage due to freezing and thawing and to the weight of ice or snow.

COMMON EXCLUSIONS

The section titled *Common Exclusions* under *Section I – Property Damage Coverages* is replaced by this *Common Exclusions* section, but only for the property insured under this endorsement.

(1) **By-Laws**

WE DO NOT INSURE loss or expense 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 make it impossible to repair or return the property to its condition as it was prior to the loss.

(2) **Data**

WE DO NOT INSURE loss or damage caused directly or indirectly:
(a) to **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.

(3) 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 endorsement and resulting from such defect, malfunction or breakdown.

(4) 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, seiche 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.

(5) 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;
- the weight of a building, backfill or any other installation.

However, we insure loss or damage caused directly to insured property by freezing or thawing of the ground. We also insure loss caused directly to insured property by an insured peril under this endorsement and resulting from such ground movement.

(6) Faulty Material or Workmanship

WE DO NOT INSURE the cost of correcting faulty material or workmanship.

However, we insure loss or damage caused directly to insured property by an insured peril under this endorsement and resulting from such faulty material or workmanship.

(7) Flood

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

“Flood” includes waves, tides, tidal waves, tsunamis, seiche, 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:

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

However, we insure loss or damage caused directly to insured property by an insured peril under this endorsement 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 Animals

WE DO NOT INSURE loss or damage caused by vermin, insects, birds, rodents, racoons and bats.

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

(11) 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 endorsement.

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

(12) Marring or Scratching

WE DO NOT INSURE marring or scratching of any property, except if such loss or damage is caused directly by one of the following insured perils:

- Fire;
- Lightning;
- Fluctuations in artificially generated electric currents;
- Explosion;
- Smoke;
- Impact by objects;
- Impact with a vehicle or aircraft;
- Riot;
- Vandalism;
- Water damage;

- Hail;
- Windstorm;
- **Transportation accidents**;
- Theft or attempted theft.

(13) Moving

WE DO NOT INSURE loss or damage resulting from moving the swimming pool.

(14) 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.

(15) Reactive Minerals

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

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

(16) 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.

(17) Settling

WE DO NOT INSURE loss or damage caused to property by its settling, expansion, contraction, moving, bulging, buckling or cracking, except where such loss or damage results from an insured peril under this endorsement.

However, we insure loss or damage caused directly to insured property by an insured peril under this endorsement and resulting therefrom.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

(18) 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.

(19) Theft or Attempted Theft

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

- (a) Committed by any tenant or member of the tenant's household to property used by them.
- (b) Of any part of a dwelling building under construction on the **premises**.
Exclusion (b) above applies until construction is completed and the dwelling building ready to be occupied.
- (c) Occurring while the dwelling building is vacant, even if we agreed to maintain this insurance policy in force during the vacancy period.
Exclusion (c) above applies from the date the dwelling building becomes **vacant**.

(20) Use of Premises

WE DO NOT INSURE **occurrences** that occur while all or part of the **premises**, including the dwelling building or **detached private structures**, 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.

(21) Vacancy

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

(22) Vandalism

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) 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*.

(23) 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.

(24) 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.

(25) 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.

(26) 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 endorsement and resulting from such work.

BASIS OF SETTLEMENT

The section titled *Basis of Settlement* under *Section I – Property Damage Coverages* is replaced by this *Basis of Settlement* section, but only for the property insured under this endorsement.

Subject to the *General Conditions* of the policy, we will pay for any insured loss or damage arising out of an **occurrence**, but not exceeding the amount of the insured loss or damage or the applicable amount of coverage.

- (1) If you have homeowners, condominium unit owners or basic dwelling insurance, the applicable basis of settlement is *Repair or Replacement Cost Without Deduction for Depreciation*.
- (2) If you have tenants insurance, the applicable basis of settlement is *Repair or Replacement Cost Without Deduction for Depreciation*.
- (3) If you have seasonal dwelling insurance, the applicable basis of settlement is *Actual Cash Value* only.

If the conditions of *Repair or Replacement Cost Without Deduction for Depreciation* are not met, we will pay for the insured loss or damage based on *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 immediately before the **occurrence**, its resale value and its life expectancy.

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

DEDUCTIBLE

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

All provisions or sections of the insurance policy not amended by this endorsement continue to apply.

“Wawanesa Insurance” is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

| LEGAL EXPENSE COVERAGE | AMOUNT OF COVERAGE PER CLAIM | DEDUCTIBLE | MINIMUM AMOUNT IN DISPUTE |
|---|-------------------------------------|-------------------|----------------------------------|
| • Employment Disputes | \$100,000 | N/A | N/A |
| • Legal Defence (Personal & Auto) | \$100,000 | N/A | N/A |
| • Contract Disputes (Personal & Auto) | \$100,000 | N/A | \$500 |
| • Driver's License Protection | \$100,000 | N/A | N/A |
| • Property Protection (Personal & Business) | | | |
| ○ Physical Damage | \$100,000 | N/A | \$500 |
| ○ Encroachment and Unauthorized Use | \$100,000 | \$500 | N/A |
| • Bodily Injury | \$100,000 | N/A | N/A |
| • Tax Protection (Personal & Business) | \$100,000 | N/A | N/A |
| • Telephone Legal Helpline Service | Unlimited | | |
| AGGREGATE LIMIT PER ANNUAL PERIOD | \$500,000 | | |

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.
IN THE EVENT OF A CONFLICT BETWEEN THIS ENDORSEMENT AND YOUR POLICY, THE
PROVISIONS OF THIS ENDORSEMENT SHALL GOVERN**

LEGAL EXPENSE ENDORSEMENT

ARAG Legal Solutions Inc. (ARAG) acts as the insurance manager and has the authority to issue this endorsement and administer claims on behalf of the **Insurer**.

THIS ENDORSEMENT CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE

This is a Named Perils endorsement and provides coverage only for the insured events listed within this endorsement.

Words and phrases in **bold** have special meaning as defined in **SECTION IV DEFINITIONS**.

SECTION I

TELEPHONE LEGAL HELPLINE SERVICE

ARAG will provide **you** access to a Legal Helpline Service through which **you** can receive confidential general legal assistance and information over the phone relating to any legal or tax problem to help determine **your** legal rights and options under the laws of the applicable province and the federal laws of Canada. The lawyer cannot provide case specific research or review documents.

ARAG will provide this service between the hours of 8am and midnight, local time, seven (7) days a week. In addition, ARAG will facilitate access to a lawyer twenty-four (24) hours a day, seven (7) days a week, in emergency situations. Calls to this service may be recorded.

TO CONTACT THIS SERVICE, CALL 1-888-668-6027

ARAG will not accept responsibility if the Legal Helpline Service is unavailable for reasons ARAG cannot control.

MAKING A CLAIM

Please contact ARAG as soon as practicable following an insured event, and in no event later than 120 days after the **date of occurrence** of the insured event.

Please note that the Insurer will not pay for any legal costs you incur before ARAG has accepted your claim, even if ARAG later accepts the claim.

You may report a claim to ARAG by calling the Telephone Legal Helpline Service while **you** are insured under this endorsement, by email at claims@arag.ca or by mail to the Head Office address listed at www.arag.ca

ARAG will then advise **you** on the next steps.

SECTION II

INSURANCE AGREEMENT

In return for payment of the policy premium, and subject to the terms, definitions, conditions, exclusions and limitations set out in this endorsement and the Policy Declaration Page, the **Insurer** will provide insurance for **legal costs** incurred for insured events described in this endorsement, provided that:

1. the **date of occurrence** of the insured event happens within the period the **Insurer** has agreed to cover an **insured person**; and
2. the insured event occurs within the **territorial limit** and any legal proceedings will be dealt with by a court, or other body which ARAG agrees to, within the **territorial limit**; and
3. the **legal costs** are incurred after the claim has been accepted by ARAG, and are limited to:
 - a. the reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative**, including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports incurred by the **appointed representative**; and
 - b. costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with ARAG's agreement; and
 - c. the cost of the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of \$500 per **insured person** per day, and \$10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing; and
4. for civil cases and appeals relating to any insured event, **reasonable prospects** exist for the duration of the claim.

Except where stated otherwise, the **Insurer** will not pay **legal costs** incurred with respect to the enforcement of judgments or final orders, or settlement agreements, or minutes of settlement, which may arise in the pursuit or defence of **your** legal rights from an accepted claim under this endorsement.

Except where stated otherwise, the **Insurer** will pay **legal costs** incurred in making or defending an appeal, as long as:

- a. the matter being appealed was previously accepted as a claim under this endorsement,
- b. the **insured person** tells ARAG within the time limits allowed to file an appeal that they want to appeal (and within reasonable time to allow for the filing of all necessary documents for an appeal), and
- c. ARAG agrees there are **reasonable prospects** of success for the appeal.

This endorsement, together with the Policy Declaration Page, policy wording and any other endorsements, along with the application and any other information **you** have provided, forms the contract of insurance between **you** and the **Insurer**.

THIS IS NOT AN ENDORSEMENT FOR REIMBURSEMENT OF LEGAL COSTS YOU HAVE ALREADY INCURRED

SECTION III

INSURED EVENTS

(A) EMPLOYMENT DISPUTES

The **Insurer** will pay an **insured person's legal costs** to pursue or defend their legal rights in a legal dispute which arises out of, or relates to:

1. their **contract of employment** or future employment;
2. an alleged breach of their statutory rights under employment legislation;
3. an alleged breach of their rights under applicable human rights legislation, as it relates to their employment.

EXCLUSIONS

The **Insurer** will not pay any claim relating to:

1. employers' disciplinary hearings or internal grievance procedures;
2. a dispute (other than described under 3. below) where the cause of action arises within the first 30 days of inception of this endorsement;
3. lay-off or job elimination within the first 90 days of inception of this endorsement;
4. death, illness or bodily injury;
5. a contract for services.

(B) LEGAL DEFENCE (PERSONAL & AUTO)

The **Insurer** will pay an **insured person's legal costs** to defend their legal rights in relation to:

1. being prosecuted for a highway traffic or motor vehicle offence in connection with the ownership, use or operation of a **motor vehicle** while not acting in the capacity of the **insured person's** trade, profession, occupation, or employment;
2. being prosecuted for an alleged **criminal offence** arising from their work as an employee.

EXCLUSIONS

The **Insurer** will not pay any claim relating to:

1. an **insured person's** alleged use of alcohol or drugs while using or operating of a **motor vehicle**, including failure to provide a sample or be tested for the presence of such substances;
2. an **insured person's** allegedly operating a **motor vehicle** for any type of race or contest, while performing a stunt or on a bet or wager;

3. parking or obstruction offences;
4. the **insured person's** alleged use of prohibited electronic/communication device while using or operating of a **motor vehicle**;
5. automated Traffic Enforcement Camera Offences including but not limited to photo radar and photo red light tickets.

(C) CONTRACT DISPUTES (PERSONAL & AUTO)

1. The **Insurer** will pay an **insured person's legal costs** to pursue or defend their legal rights in a dispute relating to an agreement or an alleged agreement which the **insured person** has entered into for:
 - a. buying or selling moveable property (including the purchase, sale, rental, lease, service, repair, testing or cleaning of a **motor vehicle** or its spare parts or accessories);
 - b. obtaining services.
2. The **Insurer** will pay an **insured person's legal costs** arising from a dispute with a leasing company regarding the amount due under a lease in respect of a **motor vehicle** leased by the **insured person** in the event that it is declared a total loss.

Provided that the amount in dispute exceeds \$500.

EXCLUSIONS

The **Insurer** will not pay any claim relating to:

1. the cause of action arising within the first 90 days of inception of this endorsement;
2. a contract regarding an **insured person's** trade, profession, occupation, employment or any business venture;
3. a contract regarding an **insured person** purchasing or selling immovable property;
4. a contract for legal services;
5. construction work, or designing or structurally renovating any building where the amount in dispute exceeds the statutory limits of the small claims court jurisdiction where the dispute is located;
6. the settlement payable under an insurance policy (the **Insurer** will cover a dispute arising from the **insured person's** insurer refusing their claim, but not a dispute over the amount of the claim);
7. a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product (other than described under 6. above);
8. a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, the **Insurer** will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement;
9. a contract involving a **motor vehicle** not owned or leased by an **insured person**.

(D) DRIVER'S LICENSE PROTECTION

The **Insurer** will pay an **insured person's legal costs** to defend their legal rights in relation to protecting their driver's licence from being revoked or suspended following an event arising in connection with the ownership, use or operation of a **motor vehicle**.

EXCLUSIONS

The **Insurer** will not pay any claim where the revocation or suspension is based upon any of the following:

1. an **insured person's** alleged use of alcohol or drugs, including failure to provide a sample or be tested for the presence of such substances;
2. an **insured persons** allegedly operating a **motor vehicle** for any type of race or contest, while performing a stunt or on a bet or wager;
3. an **insured person's** alleged use of a prohibited electronic/communication device while operating a **motor vehicle**.

(E) PROPERTY PROTECTION (PERSONAL & BUSINESS)

The **Insurer** will pay an **insured person's legal costs** to pursue their legal rights in a civil action relating to physical property which they own following:

1. an event which causes physical damage to such property, provided that the amount in dispute exceeds \$500;
2. any encroachment or unauthorized use

EXCLUSIONS

The **Insurer** will not pay any claim relating to:

1. a contract entered into by the **insured person**;
2. disputes related to easements or other agreed rights over land;
3. any building or land other than **your** principal or recreational home;
4. someone legally taking the **insured person's** immovable property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on the **insured person's** immovable property by any governmental, quasi-governmental or public or local authority;
5. work done by, or on behalf of, any governmental, quasi-governmental or public or local authority unless the claim is for accidental physical damage;
6. a **motor vehicle**;
7. mining, subsidence, heave or landslide;
8. defending an **insured person's** legal rights, other than in defending a counter claim;

9. the first \$500 in **legal costs** from any claim for an encroachment or unauthorized use. This is payable if the dispute cannot be resolved by ARAG and requires an **appointed representative**. This amount is payable to the **appointed representative** as soon as they are retained;
10. any business not conducted in **your** principal home.

(F) BODILY INJURY

The **Insurer** will pay an **insured person's legal costs** to pursue their legal rights following a specific or sudden accident which causes their death or bodily injury.

EXCLUSIONS

The **Insurer** will not pay any claim relating to:

1. a dispute with any provincial workers' compensation board;
2. psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;
3. surgical, clinical or medical negligence;
4. death, illness or bodily injury arising from:
 - a. an **insured person's** ownership, use or operation of a **motor vehicle**;
 - b. an **insured person** being a passenger in a **motor vehicle**;
5. defending an **insured person's** legal rights, other than in defending a counter claim.

(G) TAX PROTECTION (PERSONAL & BUSINESS)

The **Insurer** will pay an **insured person's legal costs** in respect of a **tax appeal** or a **tax audit** relating to:

1. their personal tax affairs;
2. **your** business tax affairs relating to:
 - a. Liability for income tax, GST, PST, QST or HST arising from **your** business;
 - b. Payroll deductions compliance by **your** business.

*Provided that the **insured person** or **your** business has taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed, and that **your** business is conducted in **your** principal home.*

EXCLUSIONS

The **Insurer** will not pay any claim relating to:

1. a tax avoidance scheme, arrangement, or plan of any kind;
2. **your** failure to register for GST and/or PST, QST and/or HST;

3. an investigation or inquiry by the CRA into alleged gross negligence, dishonesty or **criminal offences**.

SECTION IV

DEFINITIONS

The following definitions apply wherever these words or phrases appear in bold in this endorsement.

APPOINTED REPRESENTATIVE

The lawyer, accountant or other suitably qualified person appointed by ARAG on behalf of the **insured person** to act for an **insured person**.

BROKER

The organization, as identified on the Policy Declaration Page for this endorsement, who facilitated the purchase of this endorsement by **you**.

CONTRACT OF EMPLOYMENT

Written agreement between the employer and employee setting out both party's rights, duties and obligations.

A **contract of employment** does not include a collective agreement covering a group of employees who are represented by a union.

CRIMINAL OFFENCE

An offence under the Criminal Code of Canada (R.S.C., 1985, c. C-46).

DATE OF OCCURRENCE

1. For civil cases: the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.
2. For criminal cases: the date of the alleged **criminal offence**, or the earliest date in a series of related alleged **criminal offences**, for which an **insured person** is charged.
3. For a **tax appeal**: when the Canada Revenue Agency ("CRA") or a provincial tax authority first issues the **insured person** a notice of assessment, reassessment or determination with which the **insured person** disagrees.
4. For a **tax audit**: when the CRA or a provincial tax authority first contacts the **insured person** in relation to commencing an audit.

The insured event must occur within the period the **Insurer** has agreed to cover the **insured person**.

INSURED PERSON

A Named Insured, and while living in the same household;

- a. his or her spouse;
- b. the relative of either;
- c. a registered domestic partner; and
- d. any person under the age of 21 years and in **your** care.

Anyone claiming under this policy must have **your** agreement to claim.

INSURER

The Wawanesa Mutual Insurance Company.

LEGAL COSTS

In respect of the insured events described in this endorsement:

1. all reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative** including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports incurred by the **appointed representative**; and
2. the costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with ARAG's agreement; and
3. the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of \$500 per **insured person** per day, and \$10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing.

MOTOR VEHICLE

Includes an automobile, a motorcycle, a motor assisted bicycle, and any other vehicle propelled or driven otherwise than by muscular power.

REASONABLE PROSPECTS

For civil cases **reasonable prospects** means that ARAG agrees that it is always more likely than not that an **insured person** will recover losses or damages (or obtain other legal remedy which ARAG has agreed to) or make a successful defence.

For appeals relating to any insured event, **reasonable prospects** means that ARAG agrees that it is always more likely than not that the appeal will be successful.

TAX APPEAL

An appeal regarding an assessment, reassessment or determination made by the CRA or a provincial tax authority, including an administrative appeal to the CRA or a provincial tax authority and an appeal to the Tax Court of Canada or a superior court of a province.

TAX AUDIT

An inspection and verification by the CRA or a provincial tax authority of the **insured person's** financial accounting records to determine whether or not **you** have paid the correct amount of tax.

TERRITORIAL LIMIT

Canada.

YOU, YOUR

The policyholder shown in the Policy Declaration Page.

SECTION V

LIMIT OF INSURANCE

The **Insurer** will pay up to the limit of insurance shown in the Policy Declaration Page in respect of **legal costs** related to all claims resulting from one or more events arising at the same time or from the same originating cause.

Subject to the above, the **Insurer** will pay, in aggregate, **legal costs** of no more than the aggregate limit shown in the Policy Declaration Page in respect of all claims that arise in that period of insurance that result from different originating causes.

SECTION VI

GENERAL EXCLUSIONS

This insurance does not apply to:

1. **PROHIBITED USE**

A claim arising from any event occurring while the **motor vehicle** is being used for any illegal activity (other than in respect of any event insured under Insured Events **(B) Legal Defence (Personal & Auto)** and **(D) Driver's Licence Protection**).

2. **WILLFUL ACTS**

Any claim resulting from an act which is willfully committed, and the results of which are consciously intended, by an **insured person**.

3. **LATE REPORTED CLAIMS**

A claim reported to ARAG more than 120 days after the **date of occurrence**.

4. **LEGAL COSTS NOT AGREED WITH ARAG**

Legal costs incurred before ARAG's written agreement that the **Insurer** will pay them.

5. **LEGAL ACTION NOT AGREED WITH ARAG**

Legal action an **insured person** takes which ARAG or the **appointed representative** have not agreed to or where an **insured person** does anything that hinders ARAG or the **appointed representative**.

6. **CONTINGENCY FEE AGREEMENTS**

Any **legal costs** arising as a consequence of a contingency fee agreement.

7. **DISPUTES WITH ANY GOVERNMENTAL OR PUBLIC BODY**

Except as it relates to claims accepted under Insured events **(B) Legal Defence (Personal & Auto)**, **(C) Contract Disputes (Personal & Auto)**, **(D) Driver's License Protection**, and **(G) Tax Protection (Personal & Business)**, any **legal costs** relating to a review or dispute regarding the lawfulness of any decision or action of any federal or provincial governmental or quasi – governmental body, or any other local or public authority, other than in relation to an accepted claim in respect of any event insured under this endorsement.

8. **CLASS ACTION PROCEEDINGS**

Any claim where an **insured person** is a party to a legal action brought under applicable class proceedings legislation, or where an **insured person** has opted out of being a party to a legal action brought under applicable class proceedings legislation.

9. **COSTS AWARDED OUTSIDE OF CANADA**

Any **legal costs** awarded in any jurisdiction outside of Canada.

10. **DAMAGES, FINES AND PENALTIES**

Damages, fines, penalties, compensation or restitution orders which the **insured person** is ordered to pay by a court or other authority and any costs awarded in criminal or statutory proceedings.

11. **DISPUTES WITH ARAG, THE INSURER, OR THE BROKER**

Any dispute with ARAG, the **Insurer**, or the **Broker** not otherwise dealt with under **ENDORSEMENT CONDITIONS 10. Disputes over reasonable prospects for a claim.**

12. **FRAUDULENT CLAIMS**

Any claim which is fraudulent, exaggerated or dishonest.

13. **CLAIMS UNDER THIS ENDORSEMENT BY A THIRD PARTY**

Apart from ARAG, only an **insured person** may enforce all or any part of this endorsement and the rights and interests arising from or connected with it.

14. **NUCLEAR, WAR, TERRORISM AND POLLUTION OR CONTAMINATION RISKS**

Any claim caused by, contributed to, or arising from any of the following:

- a. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- b. an event which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;
- c. terrorism or a decision of a government agency or other entity to prevent, respond to or terminate terrorism;
- d. pollution or contamination.

15. **DEFAMATION**

A claim relating to written or oral remarks which damage an **insured person's** reputation.

16. **EVENTS NOT CONNECTED WITH YOUR BUSINESS**

Any event not arising in connection with the business located in **your** principal home.

17. **INTELLECTUAL PROPERTY DISPUTES**

Any claim related to disputes about patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

18. **DISPUTES RELATING TO THE VALIDITY OF LEGISLATION**

Any constitutional or other challenge to the validity of Federal, Provincial, or Municipal Legislation.

SECTION VII

ENDORSEMENT CONDITIONS

1. OBSERVANCE OF ENDORSEMENT TERMS

The **insured person** must:

- a. comply with the terms and conditions of this endorsement;
- b. notify ARAG immediately of any change in circumstance which may materially affect assessment of the risk;
- c. take reasonable steps to avoid and prevent claims;
- d. take reasonable steps to avoid incurring unnecessary costs;
- e. send everything ARAG reasonably ask for in writing;
- f. report to ARAG full and factual details of any claim as soon as practicable and give any information reasonably needed.

2. NOTICE OF INSURED EVENT

The **insured person** shall notify ARAG of any insured event which may give rise to coverage, as soon as they become aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to coverage shall be forfeited by the person insured where such non-compliance has caused prejudice to ARAG.

3. CONDUCT AND CONTROL OF CLAIM

- a. If it is necessary to take legal proceedings, including a **tax appeal**, an **appointed representative** will be appointed by ARAG on behalf of the **insured person** in accordance with standard terms of appointment and will be retained by the **insured person**.
- b. Where ARAG has agreements with more than one law firm with respect to a specialty, the **insured person** may select their **appointed representative** from that panel of law firms.
- c. The **insured person** must cooperate and keep ARAG up-to-date regarding the progress of the claim.
- d. The **insured person** must cooperate with the **appointed representative** and must follow the recommendations of the **appointed representative**, which have been agreed to by ARAG.
- e. The **insured person** must give the **appointed representative** any instructions ARAG requires.

4. CONSENT TO ACCESS INFORMATION

The **insured person** will provide written consent, at the commencement of the retainer of the **appointed representative**, permitting the **appointed representative** to give ARAG, or their reinsurers, actuaries or auditors, or any regulatory authority or their agents, to the extent required by law, access to all correspondence, documents and records in the **appointed representative's** possession or control which are relevant to the matter. This consent will include permission to deliver up all such documents or copies of all such documents at ARAG's request.

5. OFFERS TO SETTLE A CLAIM

- a. The **insured person** must tell ARAG if anyone offers to settle a claim and must not negotiate or agree to a settlement without written consent.
- b. If the **insured person** does not accept an offer ARAG, based on the advice of the **appointed representative**, consider reasonable to settle a claim, the **Insurer** may refuse to pay further **legal costs**.
- c. The **Insurer** reserves the right to pay the **insured person** the reasonable amount of damages that the **insured person** is claiming, or that is being claimed against them, or negotiate a reasonable settlement of any claim, instead of starting or continuing legal proceedings. In these circumstances the **insured person** must allow ARAG to take over and conduct in their name the pursuit or settlement of any claim. The **insured person** will also allow ARAG to pursue at their own expense and for the **Insurer's** benefit, any claim for compensation against any other party and must give ARAG all information and assistance required.

6. WITHDRAWAL OF COVERAGE

If an **insured person** settles or negotiates a claim without ARAG's consent, or withdraws a claim without ARAG's consent, or does not give to the **appointed representative** any instructions required, the **Insurer** can withdraw coverage and will be entitled to reclaim from the **insured person** any **legal costs** the **Insurer** has paid.

7. SANCTION LIMITATION

The **Insurer** shall not be deemed to provide coverage and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under trade or economic sanctions, laws, or regulations of Canada, the United Nations, The United States of America, or the European Union.

8. ASSESSMENT AND RECOVERY OF COSTS

- a. The **insured person** must instruct the **appointed representative** to have **legal costs** taxed, assessed or audited if ARAG ask for this;
- b. The **insured person** must take every reasonable step to recover **legal costs** that the **Insurer** has to pay and must pay the **Insurer** any amounts that are recovered;
- c. Where a settlement is made on a without costs basis the **appointed representative** will determine what proportion of that settlement will be deemed **legal costs** and payable to or by the **Insurer**.

9. CANCELLATION OF A REPRESENTATIVE'S APPOINTMENT

If the **appointed representative**, in consultation with ARAG, refuses to continue acting for the **insured person**, or if the **insured person** dismisses the **appointed representative** without ARAG's prior consent, the claim will be closed.

10. DISPUTES OVER REASONABLE PROSPECTS FOR A CLAIM

If there is a dispute between an **insured person** and ARAG over **reasonable prospects**, the **insured person** may obtain, at their expense, an opinion, from a lawyer mutually agreed to by the **insured person** and ARAG, on the merits of a claim or proceedings. If the lawyer's opinion indicates that **reasonable prospects** exist, the **Insurer** will pay the reasonable cost of obtaining the opinion.

11. COMPLAINT HANDLING

If **you** are not satisfied with any aspect of ARAG's service, please telephone ARAG at **1-888-582-5586** or email at **customerrelations@arag.ca**.

If **you** are still unsatisfied, **you** can contact the General Insurance OmbudService (GIO). The GIO is an independent organization which exists to help resolve problems between individuals and their insurance providers. The GIO's services are available free of charge to the customer and the GIO can be contacted by telephone (toll-free number 1-877-225-0446), or through their website at www.giocanada.org. The GIO should be contacted only after **you** have first tried to resolve the issue directly with ARAG.

If **you** are a resident of Quebec and **you** are not satisfied with the resolution offered by ARAG, **you** may request that ARAG send a copy of **your** file to *the Autorité des marchés financiers (AMF)*, which will assess the complaint and, if necessary, offer mediation services between **you** and ARAG. The *AMF* does not pay any monetary compensation with regard to consumer claims, other than cases covered under its protection and compensation programs. Additional information regarding the *AMF* complaint process can be obtained at <http://www.lautorite.qc.ca/en/file-complaint-conso.html> or toll free at 1-877-525-0337.

12. OTHER INSURANCE

The **Insurer** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this endorsement did not exist.

13. APPLICABLE LAW

This endorsement will be governed, interpreted and enforced in accordance with the laws of the province where this endorsement was issued and the federal laws of Canada.

14. CURRENCY

All of the dollar limits described in this endorsement are in Canadian funds.

15. ACTION AGAINST ARAG OR THE INSURER

Any action or proceeding against ARAG or the **Insurer** for the recovery of any claim under this endorsement is absolutely barred unless commenced within two years after the **date of occurrence**, or prior to the expiry of the applicable limitation period in the province where this endorsement was issued, whichever is earlier. Any such action or proceeding shall be held in the province where this endorsement was issued and in accordance with its laws and the federal laws of Canada.

16. COMMUNICATION WITH ARAG

The **insured person** can communicate with ARAG by telephone, mail or email. New claims may also be reported by mail or telephone.

17. YOUR INFORMATION

Your customer name, policy number, postal code, and the type of insurance coverage **you** purchased has been shared with the **Insurer** and ARAG to provide **you** this Legal Expense Insurance. This information is retained by ARAG in Canada and the United Kingdom. Any additional information collected at the time **you** make a claim, may also be stored in Canada and the United Kingdom.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

**MISCELLANEOUS PROPERTY – COMPREHENSIVE
COVERAGE FORM – 1550Q**

This endorsement amends the insurance policy to which it is attached.

Words and expressions in bold are defined in the *Definitions* section of the insurance policy to which this endorsement is attached.

Amount of Insurance

The amount of insurance for the property insured under this endorsement is written on the *Coverage Summary* page.

Insured Property

- (a) We insure the property described on the *Coverage Summary* page for this endorsement.
- (b) Provided you notify us within 30 days of its acquisition:
 - we insure property of like kind to that which is described on the *Coverage Summary* page and is acquired during the policy term, without increasing the amount;
 - we insure property replacing that which is insured by this endorsement and damaged by an **occurrence**, for the same amounts as before.

The 30 consecutive day period does not extend beyond the date this endorsement ends.

- (c) We insure property not described on the *Coverage Summary* page, but of like kind to that which is described.

This amount is payable in addition to the amount of insurance written on the *Coverage Summary* page for this endorsement.

Insured Perils

The section titled *Insured Perils* under *Section I – Property Damage Coverages* is replaced by this *Insured Perils* section, but only for the property insured under this endorsement.

Subject to the exclusions and limitations, you are insured against all risks of direct loss or damage to property insured under this endorsement, wherever located.

Property Excluded

The section titled *Property Excluded* under *Section I – Property Damage Coverages* is replaced by this *Property Excluded* section, but only for the property insured under this endorsement.

WE DO NOT INSURE:

- (1) Any property illegally acquired or kept.
- (2) Any property lawfully seized or confiscated.
- (3) 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.
- (4) Personal property of co-tenants, roomers or boarders who are not related to you.

Except if specified on the *Coverage Summary* page:

- (5) Personal property at any fairground, exhibition or exposition for the purpose of its exhibition or sale.
- (6) Personal property related to **business**, including farming.

Common Exclusions

The section titled *Common Exclusions* under *Section I – Property Damage Coverages* is replaced by this *Common Exclusions* section, but only for the property insured under this endorsement.

The following exclusions apply in addition to all other exclusions indicated in this endorsement.

- (1) Data

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

- (a) to **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.

(2) 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 endorsement and resulting from such defect, malfunction or breakdown.

(3) 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.

(4) 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 endorsement and resulting from such ground movement.

(5) Faulty Material or Workmanship

WE DO NOT INSURE the cost of correcting faulty material or workmanship.

However, we insure loss or damage caused directly to insured property by an insured peril under this endorsement and resulting from such faulty material or workmanship.

(6) 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.

(7) Gradual Damage WE DO NOT INSURE:

- (a) Wear and tear to, or gradual deterioration, of property.
- (b) Loss or damage to property 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 endorsement and resulting from such gradual damage.

(8) 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.

(9) Loss or Damage Caused by Animals

WE DO NOT INSURE loss or damage caused by vermin, insects, birds, rodents, racoons and bats.

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

(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 endorsement.

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

(11) Marring, Scratching or Breakage

WE DO NOT INSURE marring or scratching of any property or breakage of any fragile articles, except if such loss or damage is caused directly by one of the following insured perils:

- Fire;
- Lightning;
- Fluctuations in artificially generated electric currents;
- Explosion;
- Smoke;
- Impact by objects which strike the exterior of the building;
- Impact with a vehicle or aircraft;
- Riot;
- Vandalism;
- Water damage;
- Hail;
- Windstorm;
- **Transportation accidents**;
- Theft or attempted theft.

(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) 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.

(14) Settling

WE DO NOT INSURE loss or damage caused to property by its settling, expansion, contraction, moving, bulging, buckling or cracking, except where such loss or damage results from an insured peril under this endorsement.

However, we insure loss or damage caused directly to insured property by an insured peril under this endorsement and resulting therefrom.

(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) Theft or Attempted Theft

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

- (a) Committed by any tenant or member of the tenant's household to property used by them.
- (b) Occurring while the building where the insured property is located is under construction or is **vacant**.

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

(17) Use of Premises

WE DO NOT INSURE **occurrences** that occur while all or part of the **premises**, including the dwelling building or **detached private structures**, 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.

(18) Vacancy

WE DO NOT INSURE **occurrences** that occur after the building in which the insured property is located has, with your knowledge, been **vacant** for more than 30 consecutive days.

(19) Vandalism

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

- (a) Committed while the building where the insured property is located is under construction or **vacant**.

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

- (b) 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*.

(20) 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.

(21) Water Damage 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 discharge, 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.

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

- (e) Loss caused by ground or surface water entering or seeping into the building where the insured property is located.

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 endorsement.

Loss or damage caused by rain, snow, melting snow or melting ice entering or seeping through the roofs or walls of the building where the insured property is located, 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 endorsement.

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

- (h) Loss or damage caused by water while the building where the insured property is located is under construction or **vacant**.

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

(22) 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.

(23) 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.

(24) 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 endorsement and resulting from such work.

All provisions or sections of the insurance policy not amended by this endorsement continue to apply.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTORIZED VEHICLE COVERAGE FORM - 965Q

Words and phrases that appear in bold face are defined in the policy to which this endorsement applies.

INSURED PROPERTY

We insure only such articles as are specified in the *Coverage Summary* for this endorsement.

INSURED PERILS

YOU ARE INSURED against all risks of direct physical loss or damage, subject to the exclusions, limitations and conditions of the policy.

LOSS OR DAMAGE NOT INSURED

WE DO NOT INSURE loss or damage:

1. caused by or resulting from the dishonesty of persons to whom the insured property is entrusted. This exclusion does not apply where the person entrusted is a carrier for hire; or
2. to tires and tubes unless caused by fire, theft, vandalism or malicious acts or unless the same accident causes other insured loss under this coverage.

Nor do we insure loss or damage occurring when the insured property is:

3. used as a public or livery conveyance for carrying passengers for compensation;
4. rented to others;
5. operated in or in preparation for any race or speed test; or
6. subject to licensing or to motor vehicle registration.

BASIS OF SETTLEMENT

We will pay up to the lesser of:

1. the Amount of Insurance stated on the Coverage Summary; or
2. the cost to repair or replace the unit(s) described.

DEDUCTIBLE

Unless otherwise stated, the deductible shown in the *Coverage Summary* applies to this endorsement.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

**PERSONAL CYBER COVERAGE - FORM 3204Q
Cyber Attack, Cyber Extortion, Online Fraud, Data
Breach and Cyberbullying**

This endorsement is added under SECTION I –
OPTIONAL COVERAGES

KEY WORDS

Solely for the purposes of this endorsement, the following
key words are added:

1. **Affected individual** means any person whose personally identifying information is lost, stolen, accidentally released or accidentally published by a data breach covered under this endorsement. This definition is subject to the following provisions:
 - a. Affected individual must be someone whose personally identifying information is in your possession because of:
 - (1) A family or personal relationship with you; or
 - (2) Your activities or responsibilities in connection with volunteer work for a non- profit organization.
 - b. Affected individual does not mean or include any of the following:
 - (1) You;
 - (2) Anyone whose personally identifying information is in your possession because of the activities or responsibilities of you in connection with a for- profit organization or in connection with a non-profit organization for which you are a paid employee or contract worker. Such organizations include, but are not limited to, organizations that you own or operate; or
 - (3) Any business, organization or entity. Only an individual person may be an affected individual.
2. **Computing device** means a desktop, laptop or tablet computer or wi-fi router or other Internet access point. Such device must be owned or leased by you and operated under your control.
3. **Connected home device** means any electronic device, other than a computing device, that connects to the Internet or to other electronic devices. This includes, but is not limited to, networked versions of any of the following:
 - a. Smart phones;
 - b. Thermostats;
 - c. Entertainment systems;
 - d. Appliances;
 - e. Smoke, fire and home security monitoring systems; or
 - f. Cameras.

Such device must be owned or leased by you and operated under your control.
4. **Cyber attack** means one of the following involving a computing device or connected home device:
 - a. Unauthorized Access or Use - meaning the gaining of access to your computing device or connected home device by an unauthorized person or persons or by an authorized person or persons for unauthorized purposes; or
 - b. Malware Attack – meaning damage to your computing device, connected home device or data arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers. This does not mean damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your computing device or connected home device during the manufacturing process.
5. **Cyberbullying costs** means the following costs arising as a direct result of a cyberbullying event when incurred by you or a named insured within 12 months after the cyberbullying event:
 - a. Costs for counseling from a licensed mental health professional for the victim of the cyberbullying event;
 - b. Temporary relocation expenses;
 - c. Temporary private tutoring;
 - d. Enrollment expenses incurred due to relocation to a similar, alternate school, but enrollment expenses do not include tuition costs;
 - e. Professional cybersecurity consultation services;
 - f. Purchase of mobile applications, social monitoring software and web-based products when used to prevent further occurrence of cyberbullying events;
 - g. Legal expenses, including legal expenses for the removal of online content related to the cyberbullying event; or
 - h. Lost wages, childcare and eldercare expenses.
6. **Cyberbullying event** means two or more similar or related acts of harassment, intimidation, defamation, invasion of privacy, threats of violence or other similar acts. These related acts must be perpetrated, wholly or partially, using computers, cell phones, tablets or any similar device. The cyberbullying event, for purposes of this insurance, begins on the date of the first similar or related act of cyberbullying.

“Wawanesa Insurance” is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

7. **Cyber extortion event** means one of the following involving a computing device or connected home device:
- A demand for money or other consideration based on a credible threat to damage, disable, deny access to or disseminate content from your computing device, connected home device or data; or
 - A demand for money or other consideration based on an offer to restore access or functionality in connection with an attack on your computing device, connected home device, or data.
8. **Cyber extortion response costs** means any payment as directed by the extortion threat, but only when that payment is:
- Incurred as a direct result of a cyber extortion event directed against you; and
 - Approved in advance by us. However, at our sole discretion, we may pay for cyber extortion response costs that were not approved in advance by us if we determine the following:
 - It was not practical for you to obtain our prior approval; and
 - If consulted at the time, we would have approved the payment.
9. **Data breach**
- Data breach means the loss, theft, accidental release or accidental publication of personally identifying information regarding one or more affected individuals. At the time of the breach, such information must be in:
 - Your care, custody or control; or
 - The care, custody or control of a professional entity with whom you have a contract and to whom you have entrusted the information.
 - With respect to Data Breach coverage, if the date of the data breach as defined in a. above cannot be determined, such date shall be deemed to be the date you first become aware of the loss, theft, release or publication of the personally identifying information, provided that such date falls within the policy period.
10. **Data recovery costs**
- Data recovery costs means the costs of a professional firm hired by you to replace electronic data that has been lost or corrupted.
 - Data recovery costs does not mean costs to research, re-create or replace any of the following:
 - Software programs or operating systems that are not commercially available;
 - Data that cannot reasonably be replaced. This includes, but is not limited to, personal photos, movies or recordings for which no back-up is available; or
 - Data that is obsolete, unnecessary or useless
- to you.
11. **Fraud costs** means the amount fraudulently taken from you. This is the direct financial loss only. Fraud costs does not include any of the following:
- Other expenses that arise from the fraud event;
 - Indirect loss, such as bodily injury, lost time, lost wages, identity recovery expenses or damaged reputation;
 - Any interest, time value or potential investment gain on the amount of financial loss; or
 - Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.
12. **Fraud event**
- Fraud event means any of the following, when such event results in direct financial loss to you:
 - An identity theft;
 - The unauthorized use of a card, card number or account number associated with a bank account or credit account issued to or registered in an your name, when you are legally liable for such use;
 - The forgery or alteration of any cheque or negotiable instrument;
 - Acceptance in good faith of counterfeit currency; or
 - An intentional and criminal deception of you to induce you to part voluntarily with something of value.
 - Fraud event does not mean or include any occurrence:
 - In which you are threatened or coerced to part with something of value;
 - Between you and any of the following:
 - Any named insured;
 - Your current or former spouse, common law spouse or domestic partner; or
 - Your grandparent, parent, sibling, child or grandchild.
 - Involving use of a card, card number or account number associated with a bank account or credit account:
 - By a person who has ever received any authorization from you to use such card, card number or account number, unless such authorization was obtained through a criminal deception of you; or
 - If you have not complied with all terms and conditions under which such card, card number or account number was issued.
 - Arising from any of the following:
 - The business or professional service of an insured;
 - A dispute or a disagreement over the completeness, authenticity or value

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

- of a product, a service or a financial instrument;
- (c) A gift or charitable contribution to an individual or any legitimate organization;
- (d) An online auction or the use of an online auction site;
- (e) A lottery, gambling or a game of chance; or
- (f) An advance fee fraud or other fraud in which you provide money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

13. **Identity theft** means the fraudulent use of personally identifying information. This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

14. **One cyber occurrence** means all cyber attacks, cyberbullying events, cyber extortion events, fraud events and data breaches that:

- a. Take place at the same time; or
- b. Arise during the same policy period from the same source, cause or vulnerability.

15. **Personally identifying information**

- a. Personally identifying information means information that could be used to commit fraud or other illegal activity involving the credit or identity of an affected individual. This information includes, but is not limited to, Social Insurance Numbers or other account numbers correlated with names or addresses.
- b. Personally identifying information does not mean or include information that is otherwise available to the public, such as names and addresses with no correlated or associated Social Insurance Numbers or other account numbers.

16. **School administrator** means a principal, vice principal, headmaster or dean.

17. **System restoration costs**

- a. System restoration costs means the costs of a professional firm hired by you to do the following in order to restore your computing device or connected home device to the level of functionality it had before the cyber attack:
 - (1) Replace or reinstall computer software programs;
 - (2) Remove any malicious code; and
 - (3) Configure or correct the configuration of your computing device or connected home device.
- b. System restoration costs does not mean any of the following:
 - (1) Cost to repair or replace hardware. However, at our sole discretion, we may pay to repair or replace hardware if doing so reduces the amount of loss payable under this

endorsement;

- (2) Cost to increase the speed, capacity or utility of your computing device or connected home device;
- (3) Cost of your time or labour;
- (4) Any costs in excess of the replacement value of your computing device or connected home device, including applicable hardware and software; nor
- (5) Cost to replace computer software programs or operating systems which are not commercially available.

COVERAGE

We will pay for the following subject to the amount of insurance stated in the *Coverage Summary* page unless otherwise specified below. Coverage provided under this endorsement does not increase any amount of insurance under your policy.

SECTION 1 – CYBER ATTACK

CONDITIONS

This Cyber Attack coverage applies only if all of the following conditions are met:

- 1. There has been a cyber attack; and
- 2. Such cyber attack is first discovered by you during the policy period for which this endorsement is applicable; and
- 3. Such cyber attack is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

COVERAGE

If all of the conditions listed in the Cyber Attack CONDITIONS have been met, then we will provide you the following coverages for loss directly arising from such cyber attack:

- 1. **Data Recovery**
We will pay your necessary and reasonable data recovery costs.
- 2. **System Restoration**
We will pay your necessary and reasonable system restoration costs.

SECTION 2 – CYBER EXTORTION

CONDITIONS

This Cyber Extortion coverage applies only if all of the following conditions are met:

- 1. There has been a cyber extortion event against you; and
- 2. Such cyber extortion event is first discovered by you

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

during the policy period for which this endorsement is applicable; and

3. Such cyber extortion event is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you; and
4. Such cyber extortion event is reported in writing by you to the police.

COVERAGE

If all of the conditions listed in the Cyber Extortion CONDITIONS have been met, then we will provide you with the following:

1. Professional assistance from a subject matter expert provided by us for advice and consultation regarding how best to respond to the threat; and
2. Reimbursement of your necessary and reasonable cyber extortion response costs.

SECTION 3 – ONLINE FRAUD

CONDITIONS

This Online Fraud coverage applies only if all of the following conditions are met:

1. There has been a fraud event against you that is wholly or partially perpetrated through a computing device or connected home device; and
2. Such fraud event is first discovered by you during the policy period for which this endorsement is applicable; and
3. Such fraud event is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you; and
4. Such fraud event is reported in writing by you to the police.

COVERAGE

If all of the conditions listed in the Online Fraud CONDITIONS have been met, then we will pay your necessary and reasonable fraud costs.

SECTION 4 – DATA BREACH

CONDITIONS

This Data Breach coverage applies only if all of the following conditions are met:

1. There has been a data breach involving personally identifying information; and
2. Such data breach is first discovered by you during the policy period for which this endorsement is applicable; and
3. Such data breach is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

COVERAGE

If all of the conditions listed in the Data Breach CONDITIONS have been met, then we will provide you the following coverages for loss directly arising from such data breach:

1. Forensic IT Review

We will pay the necessary and reasonable expense for a professional information technologies review, if needed, to determine within the constraints of what is possible and reasonable, the nature and extent of the data breach and the number and identities of the affected individuals.

This does not include costs to analyze, research or determine any of the following:

- a. Vulnerabilities in systems, procedures or physical security;
- b. Compliance with security standards; or
- c. The nature or extent of loss or damage to data that is not personally identifying information.

If there is reasonable cause to suspect that a covered data breach may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered data breach. However, once it is determined that there was no covered data breach, we will not pay for any further costs.

2. Legal Review

We will pay the necessary and reasonable expense for a professional legal counsel review, if needed, of the data breach and how you should best respond to it.

If there is reasonable cause to suspect that a covered data breach may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered data breach. However, once it is determined that there was no covered data breach, we will not pay for any further costs.

3. Notification to Affected Individuals

We will pay your necessary and reasonable costs to provide notification of the data breach to affected individuals.

4. Services to Affected Individuals

This coverage only applies if you have provided notification of the data breach to affected individuals as covered under paragraph 3, Notification to Affected Individuals and in accordance with Additional Conditions 5, Pre-Notification Consultation.

We will pay your necessary and reasonable costs to provide the following services to affected individuals.

- a. The following services apply to any data breach:

1) Informational Materials

A packet of loss prevention and customer support information.

2) Help Line

A toll-free telephone line for affected

individuals with questions about the data breach. Where applicable, the line can also be used to request additional services as listed in b. 1) and 2).

- b. The following additional services apply to data breaches involving personally identifying information:
- 1) Fraud Alert
An alert placed on a credit file advising the creditor to validate the legitimacy of a credit application by contacting the affected individual. This service is initiated by the affected individual contacting the service provider who will provide assistance with placement of alerts with all designated Canadian credit bureaus.
 - 2) Identity Restoration Case Management
Regarding any affected individual who is or appears to be a victim of identity theft that may reasonably have arisen from the data breach, the services of an identity restoration professional who will assist that affected individual through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

SECTION 5 – CYBERBULLYING

CONDITIONS

This Cyberbullying coverage applies only if all of the following conditions are met:

1. There has been a cyberbullying event against you or a named insured; and
2. Such cyberbullying event is first discovered by you or a named insured during the policy period for which this endorsement is applicable; and
3. Such cyberbullying event has caused harm significant enough for you or a named insured to:
 - a. Report such cyberbullying event to a school administrator or law enforcement; or
 - b. Require treatment by a licensed medical or mental health practitioner who is not a member of your immediate family. In the occurrence of such cyberbullying event, at our discretion, we reserve the right to require you or a named insured to submit to an independent medical examination.

COVERAGE

If all of the conditions listed in the Cyberbullying CONDITIONS have been met, then we will provide reimbursement of your necessary and reasonable cyberbullying costs.

LOSS OR DAMAGE NOT INSURED

The following additional exclusions apply to all coverages under this endorsement.

We will not pay for loss, damage or expense caused by or resulting from:

1. Any of the following by you:
 - a. Criminal, fraudulent or dishonest act, error or omission;
 - b. Intentional violation of the law; or
 - c. Intentional causing or contributing to a covered loss event;
2. Any criminal investigations or proceedings;
3. Any physical damage;
4. Any damage to a motor vehicle, watercraft, aircraft, or other vehicle.
5. Any third party liability or legal defense costs;
6. Any fines or penalties;
7. Loss to the Internet, an Internet service provider or any device or system that is not owned or leased by you and operated under your control;
8. Loss arising from any business, including but not limited to any business owned or operated by you or any business employing you;
9. Loss arising from any farming operations, including but not limited to any farming operations owned or operated by you or any farming operations employing you;
10. Except as specifically provided under the System Restoration portion of Cyber Attack coverage, costs to research or correct any deficiency;
11. Any cyber attack, cyberbullying event, cyber extortion event, fraud event or data breach first discovered by you prior to the inception of your coverage under this endorsement; or
12. Any cyber attack, cyberbullying event, cyber extortion event, fraud event or data breach first occurring more than 60 days prior to the inception of your coverage under this endorsement.
13. Any costs or expenses associated with a cyber attack, cyberbullying event, cyber extortion event, fraud event or data breach event if such costs or expenses are incurred more than one year from the expiration date of the policy as shown in the *Coverage Summary* page.

AMOUNT OF INSURANCE

The Home Cyber Protection Annual Aggregate Limit shown on the *Coverage Summary* page for this endorsement is the most we will pay under this endorsement for all loss, damage or expense arising during any one policy period. This limit shall apply to the total of all loss, damage or expense arising from all cyber attacks, cyberbullying events, cyber extortion events, fraud events or data

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

breaches occurring during such policy period. Our costs under Section 2 – Cyber Extortion to provide you with professional assistance from a subject matter expert shall not count towards the loss, damage or expense included within your coverage limit.

If one cyber occurrence causes loss, damage or expense in more than one policy period, all such loss, damage and expense will be subject to the Personal Cyber Coverage Annual Aggregate Limit of the first policy period.

DEDUCTIBLE

We will only pay that part of the loss that exceeds the Personal Cyber Coverage deductible shown in the *Coverage Summary* page. No other deductible applies to this coverage.

ADDITIONAL CONDITIONS

1. Confidentiality

With respect to Section 2 – Cyber Extortion, you must make every reasonable effort not to divulge the existence of this coverage to anyone other than the police.

2. Due Diligence

You agree to use due diligence to prevent and mitigate costs covered under this endorsement. This includes, but is not limited to, complying with reasonable and widely-practiced steps for:

- a. Providing and maintaining appropriate system and data security; and
- b. Maintaining and updating at appropriate intervals, backups of electronic data.

3. Legal Advice

We are not your legal advisor. Our determination of what is or is not insured under this endorsement does not represent advice or counsel from us about what you should or should not do.

4. Other Coverage

If elements of coverage under this endorsement are covered under the policy to which this endorsement is attached or under any other policy in force at the time of a covered event, then coverage under this endorsement will apply as excess coverage only. If loss payment has been made under this or any other policy for the same event, the amount of such payment will count towards the deductible that applies to coverage under this endorsement.

5. Pre-Notification Consultation

- a. You agree to consult with us prior to the issuance of notification to affected individuals under Section 4 – Data Breach. We assume no responsibility for any services promised to affected individuals without our prior agreement.
- b. We will suggest a service provider for Notification

to Affected Individuals and Services to Affected Individuals. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:

- (1) Such alternate service provider must be approved by us; and
 - (2) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.
- c. You will provide us and the service provider the following at our pre-notification consultation with you:
- (1) The exact list of affected individuals to be notified, including contact information;
 - (2) Information about the data breach that may appropriately be communicated to affected individuals; and
 - (3) The scope of services that you desire for the affected individuals. For example, coverage may be structured to provide fewer services in order to make those services available to more affected individuals without exceeding the available limit of coverage.

6. Services

- a. We will only pay under this endorsement for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this endorsement. We will not unreasonably withhold such approval.
- b. You will have a direct relationship with the professional service firms paid for in whole or in part under this endorsement. Those firms work for you.
- c. With respect to any services provided by any service firm paid for in whole or in part under this endorsement:
 - (1) The effectiveness of such services depends on your cooperation and assistance;
 - (2) We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events;
 - (3) We do not warrant or guarantee that services will be available or applicable to all individuals.

All other provisions of this policy apply.

“Wawanesa Insurance” is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PET ACCIDENT WORDING SUPPLEMENT FORM – HPAWQ

If the Coverage Summary indicates that PET ACCIDENT WORDING SUPPLEMENT - Form HPAWQ is included we will pay up to the Amount of Insurance shown on the *Coverage Summary* page for this endorsement.

FOR THE PURPOSES OF THIS COVERAGE:

DEFINITIONS

Automobile shall mean a motor vehicle, of the private passenger, station wagon, utility (jeep) or mini/compact van type used for personal or business purposes. **Automobile** does not include motorcycles, snow machines or all-terrain vehicles.

Pet shall mean a domesticated dog or cat. Accident shall mean an event(s) whereby an automobile is involved in a collision with another object or tips over. Object includes:

- (1) Another **automobile** that is attached to the **automobile**;
- (2) The surface of the ground; and
- (3) Any object in or on the ground.

COVERAGE

We will pay up to \$2,000 per **pet**, for injuries to a **pet** owned by you or in your possession as a result of one accident, for any:

- (1) Veterinary bills or prescribed medicine if a **pet** is injured in an accident;
- (2) Expenses to board a pet at a commercial boarding facility due to **bodily injury** sustained to the **Insured** as a result of an **accident**.

In the event a pet dies in the accident, or within 7 days of the **accident** from injuries sustained as a result of the accident, we will pay any remaining unused portion of the \$2,000 limit.

DEDUCTIBLE

No deductible applies to this OPTIONAL COVERAGE.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEWER BACK-UP COVERAGE FORM - 1596Q

Words and phrases that appear in bold face are defined in the policy to which this endorsement is attached.

WE INSURE the following peril up to the Amount of Insurance stated on the Coverage Summary page, subject to the deductible:

Loss or damage to the dwelling building or personal property caused by the accidental backing up, discharge or overflow of water from:

1. A building sewer, sewer, ditch, sump, septic tank, drainfield or other wastewater treatment system.
2. An eavestrough, downspout or rainwater leader.
3. A **retention tank**, **holding pond** or French drain.

WE DO NOT INSURE:

1. Continuous or repeated loss or damage.
2. Loss or damage caused by the backing up, discharge or overflow of a sewer, whether occurring before, during or after **flood** damage to the **premises**.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.

3. Loss or damage occurring while the building is under construction or **vacant** even if we have given permission for construction or vacancy.

All other terms and conditions remain unchanged, including the exclusion of water damage caused by continuous or repeated discharge or overflow of water, whether or not the **Insured** was aware of such discharge or overflow.



TELEPHONE LEGAL HELPLINE SERVICE

This document certifies that you have unlimited access to a Legal Helpline Service, provided by ARAG Legal Solutions Inc. (ARAG) on behalf of The Wawanesa Mutual Insurance Company and subject to the terms, definitions, conditions, exclusions and limitations set forth in this endorsement.

TELEPHONE LEGAL HELPLINE SERVICE

ARAG will provide **you** access to a Legal Helpline Service through which **you** can receive confidential general legal assistance and information over the phone relating to any legal or tax problem to help determine **your** legal rights and options under the laws of the applicable province and the federal laws of Canada. The lawyer cannot provide case specific research or review documents.

ARAG will provide this service between the hours of 8am and midnight, local time, seven (7) days a week. In addition, ARAG will facilitate access to a lawyer twenty-four (24) hours a day, seven (7) days a week, in emergency situations. Calls to this service may be recorded.

TO CONTACT THIS SERVICE, CALL 1-888-668-6027

ARAG will not accept responsibility if the Legal Helpline Service is unavailable for reasons ARAG cannot control.

TENANTS COMPREHENSIVE FORM - 1507

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

AMOUNTS OF INSURANCE

The amount of insurance for each of Coverage 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 C and D according to the inflation.

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 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.
- (e) When the following are made, acquired or rented by you:
 - Improvements and betterments to your dwelling.
 - Temporary or permanent outdoor installations, whether assembled or not. Such installations include, but are not limited to, **detached private structures** and car shelters.
We will pay a maximum amount of \$5,000 for wind turbines, whether assembled or not, including their equipment and accessories.
 - Docks.
In addition, we insure docks when located:
 - along the shore of the **premises**;
 - on dry land of adjacent site of the **premises**.
 - Outdoor inground swimming pools, inground spas, saunas and their equipment on the premises.

(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. 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 greater.
- (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.
- (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.

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, loss or mysterious disappearance, 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 jewelry, precious or semi-precious stones, pearls and watches.
 - (3) \$5,000 for fur garments, garments trimmed with fur and all other fur items.

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).

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

(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 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, we will pay necessary expenses incurred to:

- (a) Remove from the **premises** 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** 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 damaged 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** owing to an insured **occurrence**.

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 C and D.

(3) Lock Replacement, Rekeying or Repair

We will pay for the replacement, rekeying or repair, whichever is the least expensive, of locks on your dwelling if your keys are stolen.

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

The deductible does not apply to this coverage.

(4) 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**.

However, the amount payable cannot be greater than 50% of the amount of insurance written on the *Coverage Summary* page for *Coverage C Personal Property (Contents)*.

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

(5) Tear Out and Repair

We will pay the cost of tearing out and repairing any improvements and betterments made, acquired or rented by you, located inside your dwelling 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.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

(6) 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.

(7) Credit or Debit Cards and Forgery

- (a) We insure the financial loss you incur as a result of the unauthorized use of a credit or 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.

(8) 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.

(9) Outdoor Growing Plants

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

- Fire
- Lightning;
- Explosion;
- Impact with a vehicle or aircraft;
- Riot;
- Vandalism;
- Theft or attempted theft.

We will pay a maximum amount of \$1,000 per tree, shrub or plant. This amount includes expenses to remove from the **premises** debris from the damaged plants.

However, the amount payable cannot be greater than 10% of the amount of insurance written on the *Coverage Summary* page for *Coverage C Personal Property (Contents)*.

(10) 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* exclusion under the *Common Exclusions* section (which relates to theft occurring in any location you own or rent).

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

(11) Property Removed From the Premises as a Precaution

As a result of an insured **occurrence**, we cover insured personal property removed from the **premises** 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.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

(12) 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 principle residences;
 - When located at your newly acquired principal residence.

(13) 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.

(14) Damage to Dwelling During a Theft or Attempted Theft

We insure damage caused to your dwelling during a theft or attempted theft. We will pay a maximum amount of \$500.

(15) Loss of Computer Data

We insure loss of computer **data** caused directly by an insured peril.

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 \$1,000.

(16) 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 is insured by this form while stored in a safety deposit box

(17) Arson Conviction Reward

The following is added under *Section I- Property Coverages Extensions of Coverage: 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.

(18) Headstones, Grave Markers and Mausoleums

The following is added under *Section I- Property Coverages Extensions of Coverage: 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.

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

The following is added under *Section I- Property Coverages Extensions of Coverage: 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.

INSURED PERILS

You are insured against all risks of direct loss or damage to insured property. However, all exclusions and limitations contained in this insurance policy apply.

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 C Personal Property (Contents)*.
- (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 co-tenants, roomers or boarders who are not related to you, unless they are named on the *Coverage Summary* page.
- (12) Wind turbines, where loss or damage is caused by:
 - Wind, hail, or the weight of ice, snow or sleet;
 - Collapse
- (13) Animals, except where loss or damage is caused directly by one of the following insured perils:
 - Fire;
 - Lightning;
 - Fluctuations in artificially generated electric currents;
 - Explosion;
 - Smoke;
 - Riot;
 - Vandalism;
 - Water damage;
 - Hail;
 - Windstorm;
 - **Transportation accidents;**
 - Impact by objects which strike the exterior of the dwelling building or its **detached private structures**.
- (14) Exterior trees, shrubs, plants and lawns. However, refer to *Extensions of Coverage Outdoor Growing Plants*.
- (15) Sporting items and equipment where loss or damage is due to their use. However, we insure sporting items and equipment (including bicycles) where loss or damage is caused directly by impact with a vehicle or aircraft. We also insure bicycles where loss or damage is caused directly by collision with a pedestrian.

COMMON EXCLUSIONS

The following exclusions apply to Coverage 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.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

- (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 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 resulting from such ground movement.
- (7) Faulty Material or Workmanship
WE DO NOT INSURE the cost of correcting faulty material or workmanship.
However, we insure loss or damage caused directly to insured property by an insured peril resulting from such faulty material or workmanship.
- (8) 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.
- (9) Freezing
WE DO NOT INSURE breakage caused by freezing to:
- (a) Property located outside a building, outdoor inground swimming pools, inground spas, saunas and their equipment. However, we insure loss or damage caused directly by freezing of the outside drinking water main that supplies the dwelling building.
 - (b) A building or the personal property inside when the building is unheated during the regular heating season.
 - (c) A building or the personal property inside when the building is heated during the regular heating season but the **premises** have been unoccupied for more than seven consecutive days.
However, exclusion (c) above does not apply if, beyond that seven-day period:
 - you arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained; or
 - you shut off the water supply and drained all the installations and appliances.
- (10) Glass Breakage
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**.

“Wawanesa Insurance” is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

(11) 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 resulting from such gradual damage.

(12) Impact by Water-borne Objects

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

(13) Loss or Damage Caused by Animals

WE DO NOT INSURE loss or damage caused by vermin, insects, birds, rodents, raccoons and bats. However, we insure loss or damage to: insured property caused directly by an insured peril resulting from loss caused by such animals; building glass.

(14) 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. We also insure loss or damage caused directly to insured property by an insured peril 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**;
 - 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 resulting from such discharge, dispersal, release or escape.

(15) Marring, Scratching or Breakage

WE DO NOT INSURE marring or scratching of any property or breakage of any fragile articles, except if such loss or damage is caused directly by one of the following insured perils:

- Fire;
- Lightning;
- Fluctuations in artificially generated electric currents;
- Explosion;
- Smoke;
- Impact by objects which strike the exterior of the building; Impact with a vehicle or aircraft;
- Riot;
- Vandalism;
- Water damage;
- Hail;
- Windstorm;
- **Transportation accidents**;
- Theft or attempted theft.

(16) Moving of Buildings

WE DO NOT INSURE loss or damage resulting from moving your 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.

(17) 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.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

(18) 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 resulting from such minerals reaction.

(19) Rental of Your Dwelling

WE DO NOT INSURE **occurrences** resulting from rental of all or part of your dwelling to others 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*.

(20) Settling

WE DO NOT INSURE loss or damage caused to property by its settling, expansion, contraction, moving, bulging, buckling or cracking, except where such loss or damage results from an insured peril. However, we insure loss or damage caused directly to insured property by an insured peril resulting therefrom.

We also insure damage to glass that is part of the improvements and betterments made, acquired or rented by you.

(21) 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.

(22) Theft or Attempted Theft

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**. 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**. 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 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.

(23) Use of Premises

WE DO NOT INSURE **occurrences** that occur while all or part of the **premises**, including the dwelling building or **detached private structures**, 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.

(24) Vacancy

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

(25) Vandalism

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) 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*.

(26) 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.

(27) Water Damage

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 outdoor in ground swimming pools, in ground spas, saunas or 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.
- (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.
- (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.
- (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.

(28) 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.

(29) Willful Negligence or Criminal Act

WE DO NOT INSURE **occurrences** resulting from any willful 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 willful negligence or criminal act.

(30) 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 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**, we will automatically increase the amounts of insurance written for Coverage 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.

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.

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.

TENANTS SPECIFIED PERILS FORM - 1506

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

AMOUNTS OF INSURANCE

The amount of insurance for each of Coverage 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 C and D according to the inflation.

COVERAGE C PERSONAL PROPERTY (CONTENTS)
(1) PROPERTY LOCATED ON THE PREMISES

When the following are located on 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 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 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.

(e) When the following are made, acquired or rented by you:

- Improvements and betterments to your dwelling;
- Temporary or permanent outdoor installations, whether assembled or not. Such installations include, but are not limited to, detached private structures and car shelters. We will pay a maximum amount of \$5,000 for wind turbines, whether assembled or not, including their equipment and accessories.
- Docks.

In addition, we insure docks when located:

- along the shore of the **premises**;
- on dry land of adjacent site of the **premises**.
- outdoor inground swimming pools, inground spas, saunas and their equipment on the **premises**.

(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 abicycle.
- (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 jewelry, 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 videomedia.
 - (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**. 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 the **premises** or orders the **premises** to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril. 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 the dwelling building or its **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**. 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 the **premises** or orders the **premises** to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril. 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.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

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 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, we will pay necessary expenses incurred to:
 - (a) Remove from the **premises** 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** 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 damaged 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**, owing to an insured **occurrence**.
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 C and D.
 - (3) Lock Replacement, Rekeying or Repair
We will pay for the replacement, rekeying or repair, whichever is the least expensive, of locks on your dwelling building if your keys are stolen.
We will pay a maximum amount of \$1,000.
The deductible does not apply to this coverage.
 - (4) 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**.
However, the amount payable cannot be greater than 50% of the amount of insurance written on the *Coverage Summary* page for *Coverage C Personal Property (Contents)*.
This amount is payable in addition to the amount of insurance written on the *Coverage Summary* page for *Coverage C Personal Property (Contents)*.
 - (5) Tear Out and Repair
We will pay the cost of tearing out and repairing any improvements and betterments made, acquired or rented by you, located inside your dwelling 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.
 - (6) 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.
 - (7) 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 credit or 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.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

- (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.

(8) 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.

(9) Outdoor Growing Plants

We insure loss or damage caused directly to trees, shrubs, plants and lawns owned by you and located outdoors, on the **premises**, 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 \$1,000 per tree, shrub or plant. This amount includes expenses to remove from the **premises** debris from the damaged plants. However, the amount payable cannot be greater than 10% of the amount of insurance written on the *Coverage Summary page for Coverage C Personal Property (Contents)*.

(10) 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.

(11) Property Removed From the Premises as a Precaution

As a result of an insured **occurrence**, we cover insured personal property removed from the **premises** 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.

(12) 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.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

(13) 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.

(14) Damage to Dwelling During a Theft or Attempted Theft

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

We insure damage caused to your dwelling during a theft or attempted theft. We will pay a maximum amount of \$500.

(15) Loss of Computer Data

We insure loss of computer **data** caused directly by an insured peril.

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.

(16) 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

(17) Arson Conviction Reward

The following is added under Section I- Property Coverages Extensions of Coverage: 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.

(18) Headstones, Grave Markers and Mausoleums

The following is added under *Section I- Property Coverages Extensions of Coverage*: 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.

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

The following is added under *Section I- Property Coverages Extensions of Coverage*. 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.

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

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

(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; a **transportation accident**.
- (b) Fuel oil when this discharge, dispersal, release or escape:
 - originates from locations near the **premises**;
 - occurs on the **premises** 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.

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 outdoor in ground swimming pools, in ground spas, saunas or 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 your heated dwelling 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.

- (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.
- (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 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 or property used by them.
- (c) Of any part of a dwelling building under construction on the **premises**.
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**.
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 C Personal Property (Contents)*.
- (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 co-tenants, 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 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 resulting from such defect, malfunction or breakdown.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

- (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 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 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 waterborne 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. We also insure loss or damage caused directly to insured property by an insured peril 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**;
 - 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 resulting from such discharge, dispersal, release or escape.
- (11) Moving of Buildings
WE DO NOT INSURE loss or damage resulting from moving your 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.

“Wawanesa Insurance” is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

(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 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 to others 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**, including the dwelling building or **detached private structures**, 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) Willful Negligence or Criminal Act

WE DO NOT INSURE **occurrences** resulting from any willful 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 willful 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 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**, we will automatically increase the amounts of insurance written for Coverage 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.

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.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

**WATER DAMAGE - ABOVE GROUND WATER
COVERAGE FORM - 1562Q**

This endorsement amends the insurance policy to which it is attached. It applies to locations for which a specific mention is written on the Coverage Summary page.

Words and phrases in bold are defined in the Definitions section of the insurance policy to which this endorsement is attached.

Amount of Insurance

The amount of insurance for this endorsement is written on the Coverage Summary page.

This amount of insurance is the maximum we will pay for all coverages in Section I - Property Damage Coverages, including the Extensions of Coverage.

Insured Perils

You are insured against sudden and accidental loss or damage caused directly to insured property by:

1. Water originating from discharge, overflow or backing up of eavestroughs, downspouts or rainwater leaders.
2. Rain, snow, melting snow or melting ice that enters or seeps through the roofs or walls of the building or an opening therein, including doors and windows.

Excluded Property

The section titled Excluded Property under Section I - Property Damage Coverages is amended to add the following excluded property, but only for the purposes of this endorsement:

Property located on any location you own or rent under the terms of an agreement for more than 180 consecutive days, other than locations for which a specific mention regarding this endorsement is written on the Coverage Summary page.

This exclusion does not apply to property located at the residence of a student insured under this insurance policy.

This exclusion does not apply to personal property of an insured or parent of an insured while residing in a nursing home.

Exclusions

1. WE DO NOT INSURE loss or damage caused by ground or surface water entering or seeping into the building.
2. WE DO NOT INSURE loss or damage caused by flood.
"Flood" includes waves, tides, tidal waves, tsunamis, seiche, dam breaks and the rising or overflow of any stream of water or body of water, whether natural or man-made.
3. WE DO NOT INSURE continuous or repeated loss or damage caused by the above perils, whether or not you were aware of such loss or damage.
4. WE DO NOT INSURE loss or damage caused by the above perils which occur while your building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

All provisions or sections of the insurance policy not amended by this endorsement continue to apply.

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

**WATER DAMAGE - GROUND WATER AND SEWERS
COVERAGE FORM - 1561Q**

This endorsement amends the insurance policy to which it is attached. It applies to locations for which a specific mention is written on the Coverage Summary page.

Words and phrases in bold are defined in the Definitions section of the insurance policy to which this endorsement is attached.

Amount of Insurance

The amount of insurance for this endorsement is written on the Coverage Summary page.

This amount of insurance is the maximum we will pay for all coverages in Section I - Property Damage Coverages, including the Extensions of Coverage.

Insured Perils

You are insured against sudden and accidental loss or damage caused directly to insured property, including animals, by:

1. Water originating from escape, overflow or backing up of:
 - French drains;
 - sewer connections;
 - sewers;
 - septic tanks, drain fields and other wastewater treatment systems;
 - ditches;
 - sumps, **retention tanks** or **holding ponds**.

For the purpose of this endorsement, "ditches" means a trench, usually dry, having been dug by a human, to help and to lead drainage.

2. Ground or surface water that enters or seeps into the building through walls, foundations, basement floors or other means, or through openings therein.

Excluded Property

The section titled Excluded Property under Section I - Property Damage Coverages is amended to add the following excluded property, but only for the purposes of this endorsement:

1. Property located on any location you own or rent under the terms of an agreement for more than 180 consecutive days, other than locations for which a specific mention regarding this endorsement is written on the Coverage Summary page.

This exclusion does not apply to property located at the residence of a student insured under this insurance policy.

This exclusion does not apply to personal property of an insured or parent of an insured while residing in a nursing home.

2. Property located outside of a building, including any **plumbing system**.

Exclusions

1. WE DO NOT INSURE loss or damage caused by the above perils which occur before, during or after a flood reaches the **premises**.

"Flood" includes waves, tides, tidal waves, tsunamis, seiche, 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 or damage.

2. WE DO NOT INSURE continuous or repeated loss or damage caused by the above perils, whether or not you were aware of such loss or damage.
3. WE DO NOT INSURE loss or damage caused by the above perils which occur while your building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

All provisions or sections of the insurance policy not amended by this endorsement continue to apply.

WATER DAMAGE – GROUND WATER, SEWERS AND OVERFLOW OF BODY OF WATER COVERAGE – FORM 3250Q

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement amends the insurance policy to which it is attached. It applies to locations for which a specific mention is written on the *Coverage Summary* page.

Words and phrases in bold are defined in the *Definitions* section of the insurance policy to which this endorsement is attached.

AMOUNT OF INSURANCE

The amount of insurance for this endorsement is written on the *Coverage Summary* page.

This amount of insurance is the maximum we will pay for all coverages in *Section I – Property Damage Coverages*, including the *Extensions of Coverage*.

DEDUCTIBLE

We are responsible for the amount of loss or damage that exceeds the deductible shown on the *Coverage Summary* page.

INSURED PERILS

You are insured against sudden and accidental loss or damage caused directly to insured property, including animals, by:

- 1) Water originating from escape, overflow or backing up of:
 - French drains;
 - sewer connections;
 - sewers;
 - septic tanks, drain fields and other wastewater treatment systems;
 - ditches;
 - **sumps, retention tanks or holding ponds.**

For the purpose of this endorsement, “ditches” mean a trench, usually dry, dug by humans, to facilitate and direct drainage.

- 2) Ground or surface water that suddenly and accidentally enters or seeps into the building through walls, foundations, basement floors or other means, or through openings therein.
- 3) Water originating from the rising or overflow of any stream of water or body of water, whether natural or man-made or from dam breaks.

You are also insured against loss or damage caused directly by impact by water-borne objects, including ice.

EXTENSIONS OF COVERAGE

Debris Removal

For this endorsement, the following is removed from the *Extensions of Coverage – Debris Removal*:

“If the amount payable for loss, including expenses for removal of debris, is greater than the amount of insurance applicable to the lost or damaged property, then an additional 5% of that amount will be available to cover your debris removal expense.”

Tear Out and Repair

The *Extensions of Coverage – Tear Out and Repair* is modified to also cover:

The cost of tearing out and repairing the insured **premises** or any exterior parts of the building necessary to allow repairs to be made to the **plumbing system, domestic water containers or appliances** or their equipment having caused water damage covered under this endorsement.

WE DO NOT INSURE the cost of tearing out and repairing as needed to allow repairs to be made to swimming pools and spas located outside, ditches, drain fields or other wastewater treatment systems, public water mains carrying drinking water or public sewer systems.

Limitation to Outdoor Growing Plants

If trees, shrubs, plants or lawns located outdoors, on the insured **premises**, are damaged during tear out or repair, we will pay up to the amount of insurance for *Extensions of Coverage – Outdoor Growing Plants* written on the insurance policy to which this endorsement is attached.

Outdoor Growing Plants

The *Extensions of Coverage – Outdoor Growing Plants* is modified to include perils insured under this endorsement.

PROPERTY EXCLUDED

The section titled *Property Excluded* under *Section I – Property Damage Coverages* is amended to add the following excluded property, but only for the purposes of this endorsement:

- 1) Property located on any location you own or rent under the terms of an agreement for more than 180 days, other than locations for which a specific mention regarding this endorsement is written on the *Coverage Summary* page.

This exclusion does not apply to property located:

- at the residence of a **student** insured under this insurance policy;
- at the residence of relatives living in a nursing home or assisted living facility covered by the insurance policy to which this endorsement is attached.

- 2) **Plumbing system** located outside of a building.

EXCLUSIONS

- 1) WE DO NOT INSURE loss or damage caused by the above perils if tidal waves, tsunamis, seiches, or any water movement resulting from them, reach the **premises**.

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.

- 2) WE DO NOT INSURE continuous or repeated loss or damage caused by the above perils, whether or not you were aware of such loss or damage.

- 3) WE DO NOT INSURE loss or damage caused by the above perils which occur while your dwelling 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 **construction** begins or the date the dwelling becomes **vacant**.

BASIS OF SETTLEMENT

Basis of settlement pertaining to *Dwelling Building and Detached Private Structures* under section *Basis of Settlement* under *Section I – Property Damage Coverages* are modified as set below, but only for the application of this endorsement:

- For the application of the option *Repair or Replacement Cost Without Deduction for Depreciation*, we authorize the reconstruction on another location. In this case, the maximum amount payable cannot be greater than the cost to repair or rebuild on the current location.
- The option *Enhanced Repair or Replacement Cost Without Deduction for Depreciation* does not apply to losses paid under this endorsement.
- The Single Amount of Insurance Endorsement (if it appears on your *Coverage Summary* page) does not apply to losses covered under this endorsement.

All provisions or sections of the insurance policy not amended by this endorsement continue to apply.

Table of Contents

| | |
|--|-----------|
| Welcome to The Wawanesa Mutual Insurance Company | 2 |
| Insuring Agreement..... | 2 |
| A Guide to Your Insurance Policy | 2 |
| Section I – Property Damage Coverages | 2 |
| Section II – Civil Liability Coverages | 2 |
| Useful Information..... | 3 |
| Obligation to Inform Insurer..... | 3 |
| Definitions | 3 |
| Section I – Property Damage Coverage | 7 |
| Amounts of Insurance | 7 |
| Coverage C – Personal Property (Contents)..... | 8 |
| Limitation of Amount Payable for Certain Personal Property..... | 10 |
| Coverage D – Additional Living Expense and Fair Rental Value | 11 |
| Extensions of Coverage..... | 12 |
| Insured Perils..... | 16 |
| Property Excluded..... | 20 |
| Common Exclusions | 21 |
| Basis Of Settlement | 25 |
| Section II – Civil Liability Coverages..... | 27 |
| Amounts of Insurance | 27 |
| Coverage E - Legal Liability | 27 |
| Additional Agreements..... | 30 |
| Coverage F - Voluntary Medical or Funeral Payments | 30 |
| Coverage G - Voluntary Payment for Damage to Property..... | 31 |
| Coverage H - Voluntary Compensation for Residence Employees..... | 32 |
| Common Exclusions | 34 |
| Other Insurance | 36 |

Welcome to The Wawanesa Mutual Insurance Company

Thank you for purchasing our Specified Perils Tenants Package.

We are pleased to provide this coverage through Canada's Insurance Broker network. Along with your broker, we want to provide you with the information you need to make your insurance decisions.

As a valued customer, our goal is for the policy to provide you with answers to your questions during the policy term and in the event of a claim. Your policy consists of the attached wordings along with *Coverage Summary* pages. The *Coverage Summary* page describes your property, the amount of coverage on the property you are insuring, and the premium charged.

If you have any questions about your policy, please contact your Insurance Broker.

INSURING AGREEMENT

We provide you, as a tenant, with coverage against various perils and liabilities as described or listed below, in return for payment of the premium.

If we broaden coverage while your policy is in effect, you will receive the benefit of increased coverage at no additional charge until your renewal.

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

IMPORTANT

This insurance policy contains various conditions, exclusions and limitations which restrict coverage.

Some of them may be amended by endorsement. Please read your insurance policy carefully.

A GUIDE TO YOUR INSURANCE POLICY

Section I – Property Damage Coverages

This section describes the insurance on your personal property and any improvements and betterments made, acquired or rented by you. It also insures any **additional living expense** or **fair rental value** loss incurred by you if an insured **occurrence** makes your dwelling unfit for occupancy.

Section II – Civil Liability Coverages

This section applies to your legal liability for unintentional **bodily injury** to others or damage to their property arising out of your **premises** or your personal actions.

It includes voluntary medical and funeral payments to others and voluntary payments to others for damage to their property.

It also provides benefits to **residence employees** if they are injured while working for you.

USEFUL INFORMATION

Please refer to the *Table of Contents* to see how the insurance policy is structured and to locate specific information.

The insurance policy should be read as a whole. Consequently, clauses should be interpreted as they relate to each other and considering the entire insurance policy.

For a proper understanding of this insurance policy, the *Coverage Summary* page, the *endorsements* and the *General Conditions* must be considered in addition to this form.

OBLIGATION TO INFORM INSURER

Both before the insurance policy is in effect and during the term of this policy, you must report to us any and all information that may influence our risk assessment. Such information must also be reported upon renewal of the insurance policy.

The obligation to inform the insurer is detailed in the *Declarations* section of the *General Conditions*, which deals with, among other aspects, material change of risk and the consequences of misrepresentation.

If you are unsure if you must report specific information, we recommend you contact us.

Among other information, the following must be reported:

- Any criminal conviction of an **Insured**;
- Any change in the occupancy or use of your dwelling;
- When you rent your dwelling, in whole or in part, for a period of more than 30 days per calendar year, whether consecutive or not;
- Any **business** or commercial activity on the **premises**;

DEFINITIONS

“You” and “your” as used in the text that follows refer to the **Insured**. By “We”, “us” and “our”, we mean the Insurer and are referring to The Wawanesa Mutual Insurance Company.

Although animals are not property, they will be considered as such for the application of the present insurance policy.

Words and expressions in bold are defined in this section. Note that the endorsements may include their own definitions.

The following definitions apply to the entire insurance policy. However, if a definition applies only to either *Section I – Property Damage Coverages* or *Section II – Civil Liability Coverages*, it will be so stated.

Additional living expense means any necessary increase in living expenses, including moving expenses, incurred by the **Insured** to maintain his or her regular standard of living.

Bodily injury means bodily injury, sickness or resulting death.

Business means any continuous or regular pursuit undertaken for **remuneration** including a trade, profession or occupation.

Cash card or plastic money means a card or other medium storing electronic cash and used as a method of payment, which at the time of the purchase transaction does not require any personal identification number (PIN), signature or authorization.

Civil authority means an authority as defined under the *Civil Protection Act* or any other act or regulation.

Computer software means computer programs or instructions stored on electronic media, excluding video games of any kind.

Data means information (including facts, concepts or execute statements) electronically represented in any form whatsoever.

Data problem means:

- a) Erasure, destruction, corruption, misappropriation or misinterpretation of **data**.
- b) Error in creating, amending, entering, deleting or using **data**.
- c) Inability to receive, transmit or use **data**.

Detached private structure means a permanent structure or building on the **premises** separated from the dwelling building by a clear space or only connected to the dwelling building by a fence, utility line or similar connection. Such structures or buildings must not be used for residence purposes, either in whole or in part.

Domestic water container or appliance means a device or apparatus for containing, heating, chilling or dispensing water for personal use, but does not include plumbing, heating, cooling, or sprinkler systems. Domestic water container or appliance includes, but is not limited to, fish tanks, water beds, heating, air conditioning or fire extinguishing systems, swimming pools, spas, saunas, fountains and other basins.

Drawn machinery means a trailer without a load space that is used to carry only equipment or machinery which is permanently installed upon it.

Fair rental value means the amount of rent you would have received, less any expenses that do not continue because of the **occurrence**.

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

Insured means the person(s) named as insured on the *Coverage Summary* page, and

- a) While living with the Insured in the same household:
 - his or her **spouse**;
 - the relatives of either;
 - any person under 21 years of age in their care; and

- any person 21 years of age or over under their legal custody, if named on the *Coverage Summary* page.
- b) A **student** who is dependent on the Insured or his or her **spouse**, provided that the dwelling described on the *Coverage Summary* page serves as the named Insured's primary residence.
- c) An Insured or parent of an Insured who is dependent on a named Insured or an Insured's **spouse** for support and maintenance is also an Insured while living in a nursing home or assisted living facility.
- d) Applicable to *Section II – Civil Liability Coverages* only:
- Any person having authorized use of or custody of an animal not excluded under this insurance policy and owned by the Insured (but not in the course of any **business**);
 - A **residence employee** while performing duties for you;
 - If the Insured dies while this policy is in force:
 - his or her legal representative, but only with respect to legal liability arising out of ownership, maintenance or use of the **premises** and while he or she has custody thereof;
 - any person who was insured under this policy before the Insured's death and who continues to reside on the **premises**.

Occurrence means:

- a) Applicable to *Section I – Property Damage Coverages* only:

An event causing loss or damage; all loss or damage having the same origin will be considered as one occurrence.

- b) Applicable to *Section II – Civil Liability Coverages* only:

An event causing loss, injury or damage; all loss, injury or damage having the same origin will be considered as one occurrence, regardless of the number of claimants.

Plumbing system means water supply, distribution and drainage piping on the **premises**, including appliances and equipment attached thereto.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including fuel oil, vapour, soot, chemicals, pesticides, herbicides, waste and smoke from agricultural smudging or industrial operations.

Waste also includes materials that are to be recycled, recovered and reused.

Premises means:

- a) Premises located within the lot lines of the dwelling described on the *Coverage Summary* page.
- b) Premises used as a residence by **students** insured under this insurance policy.
- c) Applicable to *Section II – Civil Liability Coverages* only:
- Secondary residences and other dwellings, provided they are specifically described on the *Coverage Summary* page.

- Premises where you are residing temporarily or which you are using temporarily, other than the dwelling described on the *Coverage Summary* page, provided that:
 - you do not own such premises; and
 - you are neither the tenant nor user of the premises under the terms of an agreement for more than 180 consecutive days.
- Subject to the coverage period, premises located within the lot lines of your newly acquired principal residence, provided that:
 - such premises are not covered by another insurance policy; and
 - such newly acquired principal residence is located in Canada.

The coverage period is for 30 consecutive days:

- It commences when you acquire ownership of, rent or occupy the premises, whichever occurs first.
 - It ends upon expiration of the 30-day period or upon termination of this insurance policy, whichever occurs first.
- Individual or family cemetery plots or burial vaults located in Canada and for which you are responsible.
 - Vacant land in Canada you own or rent, excluding farm land.
 - Land in Canada where an independent contractor is building a one-unit or two-unit dwelling to be occupied by you.

Property damage means damage to or destruction of property.

Remuneration means payment, in cash or in kind, made to a person for work done or services rendered.

Residence employee means a person who performs duties for you in connection with the maintenance or use of the **premises**, including personal services. This does not include persons performing duties in connection with your **business** or under an independent contractor agreement or service agreement.

Retention tank or holding pond means a tank in which surface, ground or storm water runoff is held temporarily before being released gradually into the drainage system.

Spores includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any **fungi**.

Spouse means:

- a) A person who is married to or has entered into a civil union with another person and is living with that person.
- b) A person who is not married but has lived in a marital relationship in the same household for at least one year with another person of a different gender or of the same gender who is publicly presented as his or her spouse.

- c) A person who is not married but has lived in a marital relationship in the same household with another person of a different gender or of the same gender who is publicly presented as his or her spouse in the following cases:
- A child has been born or is to be born of their union;
 - They have adopted a child together;
 - One of them has adopted a child of the other.

Student means a person who is enrolled in and actually attends a school, college or university on a full-time basis.

Sump means a pit, located on your **premises**, used for collecting and removing water, equipped or not equipped with a mechanical pump or gravity feed evacuation pump system.

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

Transportation accident means collision or upset of a vehicle or a trailer, derailment of a train, crashing of a plane or stranding or sinking of a boat or **watercraft**.

Under Construction or **Construction** means:

- Construction of a new dwelling or **detached private structure**;
- Alterations, renovations, additions or repairs to existing dwellings or **detached private structures** which includes any of the following:
 - (a) site preparation;
 - (b) demolition;
 - (c) laying of foundations;
 - (d) removal or weakening of any structural support; or
 - (e) the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of under construction starts from the date work is initiated and continues until all interior and exterior finishes are completed.

Vacant refers to circumstances where, regardless of the presence of furnishings, all occupants have moved out with no intention of returning to reside in the dwelling building. A newly constructed dwelling is vacant after it is completed and before the occupants move in.

Watercraft means, in addition to the usual definition, pedal boats, rafts and sailboards.

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 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 C and D according to the inflation.

COVERAGE C – PERSONAL PROPERTY (CONTENTS)

1) PROPERTY LOCATED ON THE PREMISES

When the following are located on the **premises**:

- a) We insure personal property that is usual to a dwelling and that you own or use.
- b) With respect to motorized vehicles, we only insure the following motorized vehicles that you own or use:
 - Lawn mowers, snow blowers and garden-type tractors with a maximum power output of 38 kW (50 HP);
 - 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.
- c) With respect to trailers, we only insure the following trailers that you own or use:
 - Trailers designed solely to transport a boat or **watercraft** and used as such;
 - **Drawn machinery**.
- d) We insure 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.

- e) If you wish, and provided that it is not covered by any other insurance, we insure 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.
- f) When the following are made, acquired or rented by you:
 - We insure improvements and betterments to your dwelling;
 - We insure temporary or permanent outdoor installations, whether assembled or not.

Such installations include, but are not limited to, **detached private structures** and car shelters.

We will pay a maximum amount of \$5,000 for wind turbines, whether assembled or not, including their equipment and accessories.

- We insure docks.

In addition, we insure docks when located:

- along the shore of the **premises**;
- on dry land of an adjacent site of the **premises**.

2) PROPERTY AWAY FROM THE PREMISES

a) When the following are temporarily away from the **premises**:

- We insure personal property that is usual to a dwelling and that you own.
- With respect to motorized vehicles, we only insure the following motorized vehicles that you own:
 - Lawn mowers, snow blowers and garden-type tractors with a maximum power output of 38 kW (50 HP);
 - 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.
- With respect to trailers, we only insure the following trailers that you own:
 - Trailers designed solely to transport a boat or **watercraft** and used as such;
 - **Drawn machinery**.
- We insure 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.

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.

b) When the following are away from the **premises**, if you wish, and provided that it is not covered by any other insurance:

- We insure personal property belonging to others that is usual to a dwelling and is in your possession.
- With respect to motorized vehicles, we only insure the following motorized vehicles belonging to others and that are in your possession:
 - Lawn mowers, snow blowers and garden-type tractors with a maximum power output of 38 kW (50 HP);
 - 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.
- With respect to trailers, we only insure the following trailers belonging to others and that are in your possession:
 - Trailers designed solely to transport a boat or **watercraft** and used as such;
 - **Drawn machinery**.
 - We insure personal property that is usual to a dwelling and that belongs 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 by an insured **occurrence**.

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 the **premises** or orders the **premises** to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril.

Payment will be made for a period not exceeding 30 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 the dwelling building or its **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**.

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 the **premises** or orders the **premises** to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril.

Payment will be made for a period not exceeding 30 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 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, we will pay necessary expenses incurred to:

- a) Remove from the **premises** 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** 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.

If the amount payable for loss, including expenses for removal of debris, is greater than the amount of insurance applicable to the lost or damaged 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** owing to an insured **occurrence**.

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 C and D.

3) Lock Replacement, Rekeying or Repair

We will pay for the replacement, rekeying or repair, whichever is the least expensive, of locks on your dwelling if your keys are stolen.

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

The deductible does not apply to this coverage.

4) 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**.

However, the amount payable cannot be greater than 50% of the amount of insurance written on the *Coverage Summary* page for *Coverage C – Personal Property (Contents)*.

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

5) Tear Out and Repair

We will pay the cost of tearing out and repairing any improvements and betterments made, acquired or rented by you, located inside your dwelling as necessary to allow repairs to be made to the **plumbing system, domestic water containers or appliances** or their equipment having caused insured water damage.

6) 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.

7) 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 credit or 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.

8) 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.

9) Outdoor Growing Plants

We insure loss or damage caused directly to trees, shrubs, plants and lawns owned by you and located outdoors, on the **premises**, 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 \$1,000 per tree, shrub or plant. This amount includes expenses to remove from the **premises** debris from the damaged plants.

However, the amount payable cannot be greater than 10% of the amount of insurance written on the *Coverage Summary* page for *Coverage C – Personal Property (Contents)*.

10) 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.

11) Property Removed From the Premises as a Precaution

As a result of an insured **occurrence**, we cover insured personal property removed from the **premises** 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 Away From the Premises* does not apply.

12) 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 new principal residence.

13) 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.

14) Damage to Dwelling During a Theft or Attempted Theft

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

We insure damage caused to your dwelling during a theft or attempted theft.

We will pay a maximum amount of \$500.

15) Loss of Computer Data

We insure loss of computer **data** caused directly by an insured peril.

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.

16) Personal Property Stored in a Safety Deposit Box

The following is added to *Section I – Property Damage Coverages – Coverage C – Personal Property (Contents) – 2) Property Away From The Premises – a) When the following are temporarily away from the premises, we insure:*

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

17) Reward

We will pay up to \$1,000 regardless of the number of persons providing information, which leads to a conviction for arson, robbery or burglary in connection with a loss to property insured by this policy.

This is additional insurance.

No deductible applies to this coverage.

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

You may use up to \$10,000 of *Section I – Property Damage Coverages - 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 **occurrence**.

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;
- a **transportation accident**.

- b) Fuel oil when this discharge, dispersal, release or escape:

- originates from locations near the **premises**;
- occurs on the **premises** 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.

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.

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 your heated dwelling 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.

- 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.

- 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**.

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 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**.

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**.

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) Spas or swimming pools installed outside the 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 the dwelling building and giving direct access to spas or swimming pools.
d) Sidewalks which surround inground swimming pools and are essential to its installation.
- 8) Docks other than those insured under *Coverage C – Personal Property (Contents)*.
- 9) a) Motorized vehicles, other than those insured under *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 co-tenants, 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 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) Communicable Disease

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by a communicable disease.

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.

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 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, seiche 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 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, seiche, 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 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.

We also insure loss or damage caused directly to insured property by an insured peril 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**;
- 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 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 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 to others 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**, including the dwelling building or **detached private structures**, 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 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**, we will automatically increase the amounts of insurance written for Coverage 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.

Single Inclusive Limit

We will pay up to the total amount of insurance shown on the *Coverage Summary* page for the Single Inclusive Limit.

Single Inclusive Limit may be applied to any insured loss or damage of property under *Coverage C – Personal Property (Contents)* and, *Coverage D – Additional Living Expense and Fair Rental Value* but not exceeding the Single Inclusive Limit shown on the *Coverage Summary* page. This sum is the maximum amount we will pay for an insured loss or damage arising out of one **occurrence**, unless stated otherwise.

Single Inclusive Limit does not apply to personal property items listed under *Coverage C – Personal Property (Contents) – Limitation of Amount Payable for Certain Personal Property*.

This additional coverage does not apply to **occurrences** under the following:

- Earthquake Coverage Form – 1554Q
- Ground Water, Sewers and Overflow of Body of Water Coverage Form – 3250Q
- Sewer Back-up Coverage Form – 1596Q
- Water Damage - Above Ground Water Coverage Form – 1562Q
- Water Damage - Ground Water and Sewers Coverage Form – 1561Q

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 indemnity 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.

SECTION II – CIVIL LIABILITY COVERAGES

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

AMOUNTS OF INSURANCE

The amount of insurance for each of Coverages E, F and G is written on the *Coverage Summary* page.

It applies to each **Insured** separately, but it is the maximum amount we will pay for any one **occurrence** no matter how many **Insureds** are involved.

COVERAGE E - LEGAL LIABILITY

The amount of insurance written on the *Coverage Summary* page for Coverage E is the maximum global amount that we will pay per **occurrence** for all liability coverages listed below.

Coverage is limited to compensatory damages.

1) Personal Liability

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury** or **property damage**, as well as resultant loss of use, arising out of:

- a) Your personal actions anywhere in the world provided the dwelling described on the *Coverage Summary* page is occupied by you as a principal residence.

This coverage applies to a **student** insured under this insurance policy.

If the dwelling described on the *Coverage Summary* page is not occupied by you as a principal residence, you are insured only for legal liability arising out of ownership, maintenance or use of the **premises** described on the *Coverage Summary* page.

- b) The ownership, maintenance or use of the **premises**, including the legal liability of other persons that you assume, under a written contract, in relation to your **premises**.

WE DO NOT INSURE claims arising out of:

- liability you have assumed by contract with a railway company;
- a contract for the production or distribution of energy.

- c) The ownership, maintenance or use of a boat or **watercraft** you own and which:

- is described on the *Coverage Summary* page;
- is not described on the *Coverage Summary* page, provided:
 - such boat or **watercraft** is not more than 8 metres (26 feet) in length; and

- when equipped with one or more outboard motors, such motor(s) do not exceed 19 kW (25 HP) in total per boat or **watercraft**;
- when equipped with one or more inboard or inboard-outboard motor(s), such motor(s) do not exceed 38kW (50 HP) in total per boat or **watercraft**;
- is newly acquired after the effective date of this policy, provided such boat or **watercraft** has the same characteristics as the boat(s) or **watercraft** described on the *Coverage Summary* page.

The coverage period is 14 consecutive days.

This period begins on the date the boat or **watercraft** is acquired. It ends upon expiration of 14 consecutive days or termination of this insurance policy, whichever occurs first.

d) The use or operation of boats or **watercraft** not owned by any **Insured**.

e) The ownership, maintenance or use of the following motorized vehicles which you own:

- Lawn mowers, snow blowers and garden-type tractors of not more than 22 kW (30 HP), including their trailers or attachments, used or operated on the **premises** and, provided they are not used for compensation or hire, occasionally off the **premises**;

This condition does not apply to activities described under paragraph b) of *Coverage E - 4) Business and Business Property*.

- 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;
- Motorized golf carts while in use on a golf course;
- Scooters and electric bicycles with a maximum speed of 32 km/h;
- Electric vehicles for children with a maximum speed of 10 km/h.

f) The use of a motorized vehicle not owned by any **Insured**, provided the vehicle:

- is not subject to mandatory registration; and
- is intended solely for off-road use.

This coverage applies solely in excess of any other Civil Liability Insurance policy or if there is no such policy.

g) The ownership, maintenance or use of any trailer or its equipment provided that such trailer is not attached to or carried on a motorized vehicle.

WE DO NOT INSURE:

a) Claims arising from the sale of a commercial or industrial building or a residential building containing more than six dwelling units.

b) **Property damage**, including resultant loss of use, to property:

- you own or use;
- in your care, custody or control or for which you are liable as a tenant or occupant;

However, refer to *Coverage E - 2) Civil Liability for Premises You Do Not Own*.

- as a result of work done on it;
- owned by a person living with you in your household.

c) Damage to an animal you own or in your custody.

d) **Bodily injury** to you or to any person living with you in your household, other than your **residence employee**.

e) Any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages.

2) Civil Liability for Premises You Do Not Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **property damage** to **premises** or their contents you do not own, as well as resultant loss of use.

This coverage applies if the loss or damage is caused by any of the insured perils below, as set out in *Section I - Property Damage Coverages*:

- Fire;
- Explosion;
- Smoke;
- Water damage.

This coverage applies if you are liable for these **premises** or their contents which you are using, renting, occupying or have in your care, custody or control.

3) Employers' Liability

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury** to your **residence employees** while in the course of their employment by you.

WE DO NOT INSURE liability imposed upon or assumed by you under any workers' compensation statute.

4) Business and Business Property

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury** or **property damage**, as well as resultant loss of use, arising out of:

- a) Activities during the course of your **business** which are not ordinarily incidental to your **business**.
- b) The temporary or part-time **business** pursuits of an **Insured** under 21 years of age or a **student** covered by this insurance policy.
- c) The use of part of the dwelling building or **private detached structures** for your **business**, if mentioned on the *Coverage Summary* page.

5) Rental Activity

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury** or **property damage**, as well as resultant loss of use, arising out of:

- a) The rental of all or part of your dwelling to others for not more than 30 days per year, whether consecutive or not.
- b) The rental of not more than three parking spaces in garages located on the **premises**.
- c) The rental of a dwelling building, if the building is described on the *Coverage Summary* page and we have been notified of the rental.
- d) The rental of rooms in your dwelling, if mentioned on the *Coverage Summary* page.

Additional Agreements

If a claim is made against you for which you are insured under *Coverage E - Legal Liability*, we will defend you at our cost.

We reserve the right to investigate, negotiate and settle any claim or suit if we decide this is appropriate.

Our rights and duties to defend cease when we have used up the amount of insurance under *Coverage E - Legal Liability* written on the *Coverage Summary* page in payment of settlements.

In addition to the amount of insurance for *Coverage E - Legal Liability*, we will pay, among other costs:

- 1) All expenses which we incur.
- 2) All costs charged against you in any suit insured under *Coverage E - Legal Liability*.
- 3) Any interest awarded by the court on that part of the judgment which is insured under *Coverage E - Legal Liability*.
- 4) Premiums, up to the amount of insurance for *Coverage E - Legal Liability*, for:
 - a) Bonds to release any property that is being held as security;
 - b) Appeal bonds required in any insured lawsuit involving you.

However, we are not obligated to apply for or provide these bonds.

- 5) Expenses which you have incurred for emergency medical or surgical treatment to others as needed immediately following an insured **occurrence**.
- 6) Reasonable expenses, EXCEPT loss of earnings, which you incur at our request.

COVERAGE F - VOLUNTARY MEDICAL OR FUNERAL PAYMENTS

The amount of insurance written on the *Coverage Summary* page under Coverage F is the maximum amount we will pay for each person in respect of one **occurrence**.

At your request, even if you are not legally liable, we will reimburse medical or funeral expenses incurred by or for the victim of an accident unintentionally caused by you or arising out of ownership, maintenance or use of the **premises**.

Medical expenses include expenses incurred for ambulance, surgical, dental, hospital, nursing and medical services.

These expenses must be incurred within 12 months of the accident.

WE WILL NOT REIMBURSE:

- 1) Expenses covered by any plan or law, or under any other insurance policy.
- 2) Expenses covered by any workers' compensation statute.
- 3) Expenses incurred for you or for any person living with you in your household, other than your **residence employees**.
- 4) Expenses incurred by or for the victim of **bodily injury** caused intentionally by you or at your direction.
- 5) Expenses incurred by or for the victim of **bodily injury** arising out of the ownership, maintenance or use of any motorized vehicle, trailer, boat or **watercraft**, except those mentioned as covered in *Section II - Civil Liability Coverages*.

COVERAGE G - VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

The amount of insurance written on the *Coverage Summary* page for Coverage G represents the maximum that we will pay per **occurrence**.

At your request, even if you are not legally liable, we will pay for **property damage** you cause to others, including damage caused intentionally by an **Insured** who is 12 years of age or under.

WE DO NOT INSURE:

- 1) Loss or damage arising out of the ownership, maintenance or use of any motorized vehicle, trailer, boat or **watercraft**, except those for which coverage is mentioned in *Section II - Civil Liability Coverages*.
- 2) Loss or damage caused to:
 - a) Property you or your tenants own or rent;
 - b) Property which is insured under *Section I - Property Damage Coverages*.
- 3) Loss of use, disappearance or theft of property.

Basis of Payment – Coverage G

- 1) We will pay the actual cash value of the property, up to the amount of insurance written on the *Coverage Summary* page for Coverage G.

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.

- 2) We may:
 - a) Pay for the loss in money or repair or replace the property.
 - b) Settle any claim either with you or the owner of the property.
 - c) Take over any salvage.
- 3) If necessary, you must help us verify the damage.
- 4) You shall not bring suit against us until you have fully complied with all the terms of this insurance policy, nor until 60 days after the required proof of loss has been filed with us.

COVERAGE H - VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

At your request, even if you are not legally liable, we will pay the benefits described below if your **residence employee** sustains **bodily injury** while working for you, provided:

- a) You are released from any liability for the accident; and
- b) We are subrogated in the rights of the **residence employee** or any person acting on his or her behalf against any at-fault third party.

If your **residence employee**, or any person acting on his or her behalf, does not accept these benefits or sues you, we may withdraw our offer of payment.

However, this will not reduce our obligations under *Coverage E - Legal Liability*.

WE WILL NOT PAY benefits for any hernia injury.

Benefits

In this coverage, "weekly indemnity" means two-thirds of your **residence employee's** weekly wage at the date of the accident, subject to a maximum of \$200 per week.

Article 1 - Death

If the accident leads to the death of your **residence employee** within the following 26 weeks, we will pay:

- a) To those wholly dependent upon the **residence employee**, a total of 100 times the weekly indemnity in addition to any sums payable until death under *Article 2 - Temporary Total Disability*.
- b) Actual funeral expenses up to \$1,000.

We can require an autopsy before we make payment.

Article 2 - Temporary Total Disability

If the accident leads to a temporary total disability within the following 14 days such that your **residence employee** cannot work at any job, we will pay weekly indemnity for up to 26 weeks.

However, we will not pay for the first seven days unless the disability lasts for six weeks or more.

Article 3 - Permanent Total Disability

If the accident leads to a permanent total disability within the following 26 weeks such that your **residence employee** cannot work at any job, we will pay weekly indemnity for 100 weeks.

This benefit is payable in addition to the sums paid under *Article 2 - Temporary Total Disability*.

Article 4 - Permanent Partial Disability

If the accident leads to your **residence employee** suffering the loss of, or permanent loss of use of, one or more of the following within 26 weeks of the accident, we will pay weekly indemnity for the number of weeks written in the *Schedule of Benefits*.

The number of weeks cannot exceed 100 in total.

This benefit is payable in addition to the sums paid under *Article 2 - Temporary Total Disability*.

The **residence employee** cannot receive benefits both under this article and under *Article 1 - Death* or *Article 3 Permanent Total Disability*.

| SCHEDULE OF BENEFITS | |
|---|--------------|
| For loss or irrecoverable loss of use of: | No. of weeks |
| a) Arm, forearm or hand: | 100 |
| b) One finger: | 25 |
| c) More than one finger: | 50 |
| d) One leg or foot: | 100 |
| e) One toe: | 25 |
| f) More than one toe: | 50 |
| g) Both eyes or sight in both eyes: | 100 |
| h) One eye or sight in one eye: | 50 |
| i) Hearing in both ears: | 100 |
| j) Hearing in one ear: | 50 |

Article 5 – Medical Expenses

We will also pay:

- Expenses incurred for ambulance, surgical, dental, hospital, nursing and medical services within 26 weeks of the accident, subject to a maximum benefit of \$1,000 for all such care and services.
- Expenses incurred for supplying or replacing necessary artificial limbs or braces within 52 weeks of the accident, subject to a maximum benefit of \$5,000 for all such devices.

WE DO NOT INSURE you for expenses payable under any plan or law, or any other insurance policy.

Conditions

If requested, the **residence employee** must:

- Submit to a physical examination at our expense, by doctors we select, as often as we may reasonably require.

- b) Authorize us to obtain all necessary information, including any medical records.

COMMON EXCLUSIONS

The following exclusions apply to Coverage E, F, G and H, as well as to the *Additional Agreements*.

They apply in addition to all other exclusions indicated in this insurance policy.

1) Activities

- a) WE DO NOT INSURE claims arising out of your **business** or any **business** use of the **premises**.

However, refer to *Coverage E - 4) Business and Business Property*.

- b) Unless otherwise mentioned on the *Coverage Summary* page, WE DO NOT INSURE claims arising out of your farming operations or any use of the **premises** for farming operations, if undertaken for **remuneration**.

- c) Unless otherwise mentioned on the *Coverage Summary* page, WE DO NOT INSURE claims arising out of the rental of all or part of your dwelling to others for more than 30 days per calendar year, whether consecutive or not.

However, refer to *Coverage E - 5) Rental Activity*.

2) Aircraft

- a) WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of any aircraft, including scale models and drones, except for unmodified toys intended for children under 14 years of age.

- b) WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of any location used as an airport or landing strip, and all necessary or incidental operations.

3) Assault or Harassment

WE DO NOT INSURE claims arising out of indecent acts, sexual assault, sexual harassment, corporal punishment or abuse by you or with your express or implied consent or by any other person with your express or tacit consent.

4) Assumed Liability

WE DO NOT INSURE claims arising out of any liability assumed by you only by contract, except those set out in paragraph b) of *Coverage E – 1) Personal Liability*.

5) Communicable Disease

WE DO NOT INSURE claims arising out of the transmission of a communicable disease.

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.

6) Data

WE DO NOT INSURE claims arising out of:

- a) Any erasure, destruction, corruption, misappropriation or misinterpretation of **data**;

b) Any error in creating, amending, entering, deleting or using **data**.

7) Electronic Communications

WE DO NOT INSURE claims arising out of the distribution or display of **data** via a website, the Internet, a social network, an intranet or extranet or any similar device or system designed or intended for electronic communication of **data**.

8) Escape of Fuel Oil

WE DO NOT INSURE claims arising out of the discharge, dispersion, release or escape of fuel oil from:

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

9) Libel or Slander

WE DO NOT INSURE claims arising out of the publication or utterance of libel or slander or of other defamatory or disparaging material, or a publication or utterance which violates an individual's rights of privacy.

10) Nuclear Incident

WE DO NOT INSURE claims arising out of any event which is insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada or any other group or pool of insurers, regardless of exhaustion of such policy limits or its termination.

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.

11) Premises Not Insured

WE DO NOT INSURE claims arising out of ownership, maintenance or use of **premises** which you own or rent under the terms of an agreement for more than 180 days and which are not mentioned as covered in *Section II - Civil Liability Coverages*.

12) Professional Services

WE DO NOT INSURE claims arising out of any rendering or failure to render any professional service.

13) Terrorism

WE DO NOT INSURE claims arising directly or indirectly from **terrorism** or from 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 or damage.

14) Vehicles Insured

WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of any motorized vehicle, trailer, boat or **watercraft** mentioned as covered in *Section II – Civil Liability Coverages* while it is:

- a) Used for carrying passengers or property for **remuneration**.
- b) Used for **business** purposes, except temporary or part-time **business** pursuits of an **Insured** under 21 years of age or a **student** covered by this insurance policy.
- c) Used in any race or speed test or skill test.
- d) Rented to others.
- e) Used or operated without the owner's consent.

15) Vehicles Not Insured

WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of a motorized vehicle, trailer or **watercraft**, except those mentioned as covered in *Section II - Civil Liability Coverages*.

16) War

WE DO NOT INSURE claims arising directly or indirectly from any 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 or damage.

17) Waste Management

WE DO NOT INSURE decontamination or clean-up expenses arising from your inappropriate waste management.

18) Wilful Negligence or Criminal Act

WE DO NOT INSURE claims arising out of any wilful negligence or criminal act by an **Insured**.

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

OTHER INSURANCE

If you have other insurance which applies to a loss or claim, or would have applied if this insurance policy did not exist, this policy will be considered excess insurance.

Table of Contents

| | |
|--|-----------|
| Welcome to the Wawanesa Mutual Insurance Company | 2 |
| Insuring agreement..... | 2 |
| A Guide to Your Insurance Policy | 2 |
| Section I – Property Damage Coverages | 2 |
| Section II – Civil Liability Coverages | 2 |
| Useful Information..... | 3 |
| Obligation to Inform Insurer..... | 3 |
| Definitions..... | 3 |
| Section I – Property Damage Coverage | 7 |
| Amounts of Insurance | 7 |
| Coverage C – Personal Property (Contents)..... | 8 |
| Limitation of Amount Payable for Certain Personal Property..... | 10 |
| Coverage D – Additional Living Expense and Fair Rental Value | 11 |
| Extensions of Coverage..... | 12 |
| Insured Perils..... | 16 |
| Property Excluded..... | 16 |
| Common Exclusions | 18 |
| Basis of Settlement..... | 26 |
| Section II – Civil Liability Coverages..... | 27 |
| Amounts of Insurance | 27 |
| Coverage E - Legal Liability | 28 |
| Additional Agreements..... | 31 |
| Coverage F - Voluntary Medical or Funeral Payments | 31 |
| Coverage G - Voluntary Payment for Damage to Property..... | 32 |
| Coverage H - Voluntary Compensation for Residence Employees..... | 33 |
| Common Exclusions | 34 |
| Other Insurance | 37 |

Welcome to The Wawanesa Mutual Insurance Company

Thank you for purchasing our Comprehensive Tenants Package.

We are pleased to provide this coverage through Canada's Insurance Broker network. Along with your broker, we want to provide you with the information you need to make your insurance decisions.

As a valued customer, our goal is for the policy to provide you with answers to your questions during the policy term and in the event of a claim. Your policy consists of the attached wordings along with *Coverage Summary* pages. The *Coverage Summary* page describes your property, the amount of coverage on the property you are insuring, and the premium charged.

If you have any questions about your policy, please contact your Insurance Broker.

INSURING AGREEMENT

We provide you, as a tenant, with coverage against various perils and liabilities as described or listed below, in return for payment of the premium.

If we broaden coverage while your policy is in effect, you will receive the benefit of increased coverage at no additional charge until your renewal.

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

IMPORTANT

This insurance policy contains various conditions, exclusions and limitations which restrict coverage.

Some of them may be amended by endorsement. Please read your insurance policy carefully.

A GUIDE TO YOUR INSURANCE POLICY

Section I – Property Damage Coverages

This section describes the insurance on your personal property and any improvements and betterments made, acquired or rented by you. It also insures any **additional living expense** or **fair rental value** loss incurred by you if an insured **occurrence** makes your dwelling unfit for occupancy.

Section II – Civil Liability Coverages

This section applies to your legal liability for unintentional **bodily injury** to others or damage to their property arising out of your **premises** or your personal actions.

It includes voluntary medical and funeral payments to others and voluntary payments to others for damage to their property.

It also provides benefits to **residence employees** if they are injured while working for you.

USEFUL INFORMATION

Please refer to the *Table of Contents* to see how the insurance policy is structured and to locate specific information.

The insurance policy should be read as a whole. Consequently, clauses should be interpreted as they relate to each other and considering the entire insurance policy.

For a proper understanding of this insurance policy, the *Coverage Summary* page, the *endorsements* and the *General Conditions* must be considered in addition to this form.

OBLIGATION TO INFORM INSURER

Both before the insurance policy is in effect and during the term of this policy, you must report to us any and all information that may influence our risk assessment. Such information must also be reported upon renewal of the insurance policy.

The obligation to inform the insurer is detailed in the *Declarations* section of the *General Conditions*, which deals with, among other aspects, material change of risk and the consequences of misrepresentation.

If you are unsure if you must report specific information, we recommend you contact us.

Among other information, the following must be reported:

- Any criminal conviction of an **Insured**;
- Any change in the occupancy or use of your dwelling;
- When you rent your dwelling, in whole or in part, for a period of more than 30 days per calendar year, whether consecutive or not;
- Any **business** or commercial activity on the **premises**.

DEFINITIONS

“You” and “your” as used in the text that follows refer to the **Insured**. By “We”, “us” and “our”, we mean the Insurer and are referring to The Wawanesa Mutual Insurance Company.

Although animals are not property, they will be considered as such for the application of the present insurance policy.

Words and expressions in bold are defined in this section. Note that the endorsements may include their own definitions.

The following definitions apply to the entire insurance policy. However, if a definition applies only to either *Section I – Property Damage Coverages* or *Section II – Civil Liability Coverages*, it will be so stated.

Additional living expense means any necessary increase in living expenses, including moving expenses, incurred by the **Insured** to maintain his or her regular standard of living.

Bodily injury means bodily injury, sickness or resulting death.

Business means any continuous or regular pursuit undertaken for **remuneration** including a trade, profession or occupation.

Cash card or plastic money means a card or other medium storing electronic cash and used as a method of payment, which at the time of the purchase transaction does not require any personal identification number (PIN), signature or authorization.

Civil authority means an authority as defined under the *Civil Protection Act* or any other act or regulation.

Computer software means computer programs or instructions stored on electronic media, excluding video games of any kind.

Data means information (including facts, concepts or execute statements) electronically represented in any form whatsoever.

Data problem means:

- a) Erasure, destruction, corruption, misappropriation or misinterpretation of **data**.
- b) Error in creating, amending, entering, deleting or using **data**.
- c) Inability to receive, transmit or use **data**.

Detached private structure means a permanent structure or building on the **premises** separated from the dwelling building by a clear space or only connected to the dwelling building by a fence, utility line or similar connection. Such structures or buildings must not be used for residence purposes, either in whole or in part.

Domestic water container or appliance means a device or apparatus for containing, heating, chilling or dispensing water for personal use, but does not include plumbing, heating, cooling, or sprinkler systems. Domestic water container or appliance includes, but is not limited to, fish tanks, water beds, heating, air conditioning or fire extinguishing systems, swimming pools, spas, saunas, fountains and other basins.

Drawn machinery means a trailer without a load space that is used to carry only equipment or machinery which is permanently installed upon it.

Fair rental value means the amount of rent you would have received, less any expenses that do not continue because of the **occurrence**.

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

Insured means the person(s) named as insured on the *Coverage Summary* page, and

- a) While living with the Insured in the same household:
 - his or her **spouse**;
 - the relatives of either;
 - any person under 21 years of age in their care; and

- any person 21 years of age or over under their legal custody, if named on the *Coverage Summary* page.
- b) A **student** who is dependent on the Insured or his or her **spouse**, provided that the dwelling described on the *Coverage Summary* page serves as the named Insured's primary residence.
- c) An Insured or parent of an Insured who is dependent on a named Insured or an Insured's **spouse** for support and maintenance is also an Insured while living in a nursing home or assisted living facility.
- d) Applicable to *Section II – Civil Liability Coverages* only:
- Any person having authorized use of or custody of an animal not excluded under this insurance policy and owned by the Insured (but not in the course of any **business**);
 - A **residence employee** while performing duties for you;
 - If the Insured dies while this policy is in force:
 - his or her legal representative, but only with respect to legal liability arising out of ownership, maintenance or use of the **premises** and while he or she has custody thereof;
 - any person who was insured under this policy before the Insured's death and who continues to reside on the **premises**.

Occurrence means:

- a) Applicable to *Section I – Property Damage Coverages* only:

An event causing loss or damage; all loss or damage having the same origin will be considered as one occurrence.

- b) Applicable to *Section II – Civil Liability Coverages* only:

An event causing loss, injury or damage; all loss, injury or damage having the same origin will be considered as one occurrence, regardless of the number of claimants.

Plumbing system means water supply, distribution and drainage piping on the **premises**, including appliances and equipment attached thereto.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including fuel oil, vapour, soot, chemicals, pesticides, herbicides, waste and smoke from agricultural smudging or industrial operations.

Waste also includes materials that are to be recycled, recovered and reused.

Premises means:

- a) Premises located within the lot lines of the dwelling described on the *Coverage Summary* page.
- b) Premises used as a residence by **students** insured under this insurance policy.
- c) Applicable to *Section II – Civil Liability Coverages* only:
- Secondary residences and other dwellings, provided they are specifically described on the *Coverage Summary* page.

- Premises where you are residing temporarily or which you are using temporarily, other than the dwelling described on the *Coverage Summary* page, provided that:
 - you do not own such premises; and
 - you are neither the tenant nor user of the premises under the terms of an agreement for more than 180 consecutive days.
- Subject to the coverage period, premises located within the lot lines of your newly acquired principal residence, provided that:
 - such premises are not covered by another insurance policy; and
 - such newly acquired principal residence is located in Canada.

The coverage period is for 30 consecutive days:

- It commences when you acquire ownership of, rent or occupy the premises, whichever occurs first.
 - It ends upon expiration of the 30-day period or upon termination of this insurance policy, whichever occurs first.
- Individual or family cemetery plots or burial vaults located in Canada and for which you are responsible.
 - Vacant land in Canada you own or rent, excluding farm land.
 - Land in Canada where an independent contractor is building a one-unit or two-unit dwelling to be occupied by you.

Property damage means damage to or destruction of property.

Remuneration means payment, in cash or in kind, made to a person for work done or services rendered.

Residence employee means a person who performs duties for you in connection with the maintenance or use of the **premises**, including personal services. This does not include persons performing duties in connection with your **business** or under an independent contractor agreement or service agreement.

Retention tank or holding pond means a tank in which surface, ground or storm water runoff is held temporarily before being released gradually into the drainage system.

Spores includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any **fungi**.

Spouse means:

- a) A person who is married to or has entered into a civil union with another person and is living with that person.
- b) A person who is not married but has lived in a marital relationship in the same household for at least one year with another person of a different gender or of the same gender who is publicly presented as his or her spouse.

- c) A person who is not married but has lived in a marital relationship in the same household with another person of a different gender or of the same gender who is publicly presented as his or her spouse in the following cases:
- A child has been born or is to be born of their union;
 - They have adopted a child together;
 - One of them has adopted a child of the other.

Student means a person who is enrolled in and actually attends a school, college or university on a full-time basis.

Sump means a pit, located on your **premises**, used for collecting and removing water, equipped or not equipped with a mechanical pump or gravity feed evacuation pump system.

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

Transportation accident means collision or upset of a vehicle or a trailer, derailment of a train, crashing of a plane or stranding or sinking of a boat or **watercraft**.

Under Construction or **Construction** means:

- construction of a new dwelling or **detached private structure**;
- alterations, renovations, additions or repairs to existing dwellings or **detached private structures** which includes any of the following:
 - (a) site preparation;
 - (b) demolition;
 - (c) laying of foundations;
 - (d) removal or weakening of any structural support; or
 - (e) the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of under construction starts from the date work is initiated and continues until all interior and exterior finishes are completed.

Vacant refers to circumstances where, regardless of the presence of furnishings, all occupants have moved out with no intention of returning to reside in the dwelling building. A newly constructed dwelling is vacant after it is completed and before the occupants move in.

Watercraft means, in addition to the usual definition, pedal boats, rafts and sailboards.

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 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 C and D according to the inflation.

COVERAGE C – PERSONAL PROPERTY (CONTENTS)

1) PROPERTY LOCATED ON THE PREMISES

When the following are located on the **premises**:

- a) We insure personal property that is usual to a dwelling and that you own or use.
- b) With respect to motorized vehicles, we only insure the following motorized vehicles that you own or use:
 - Lawn mowers, snow blowers and garden-type tractors with a maximum power output of 38 kW (50 HP);
 - 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.
- c) With respect to trailers, we only insure the following trailers that you own or use:
 - Trailers designed solely to transport a boat or **watercraft** and used as such;
 - **Drawn machinery**.
- d) We insure 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.

- e) If you wish, and provided that it is not covered by any other insurance, we insure 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.
- f) When the following are made, acquired or rented by you:

- We insure improvements and betterments to your dwelling.
- We insure temporary or permanent outdoor installations, whether assembled or not.

Such installations include, but are not limited to, **detached private structures** and car shelters. We will pay a maximum amount of \$5,000 for wind turbines, whether assembled or not, including their equipment and accessories.

- We insure docks.

In addition, we insure docks when located:

- along the shore of the **premises**;
- on dry land of an adjacent site of the **premises**.

2) PROPERTY AWAY FROM THE PREMISES

a) When the following are temporarily away from the **premises**:

- We insure personal property that is usual to a dwelling and that you own.
- With respect to motorized vehicles, we only insure the following motorized vehicles that you own:
 - Lawn mowers, snow blowers and garden-type tractors with a maximum power output of 38 kW (50 HP);
 - 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.
- With respect to trailers, we only insure the following trailers that you own:
 - Trailers designed solely to transport a boat or **watercraft** and used as such;
 - **Drawn machinery**.
- We insure 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.

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.

b) When the following are away from the **premises**, if you wish, and provided that is not covered by any other insurance:

- We insure personal property belonging to others that is usual to a dwelling and is in your possession.
- With respect to motorized vehicles, we only insure the following motorized vehicles belonging to others and that are in your possession:
 - Lawn mowers, snow blowers and garden-type tractors with a maximum power output of 38 kW (50 HP);
 - 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.
- With respect to trailers, we only insure the following trailers belonging to others and that are in your possession:
 - Trailers designed solely to transport a boat or **watercraft** and used as such;
 - **Drawn machinery**.
- We insure personal property that is usual to a dwelling and that belongs 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, loss or mysterious disappearance, 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 by an insured **occurrence**.

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 the **premises** or orders the **premises** to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril.

Payment will be made for a period not exceeding 30 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 the dwelling building or its **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**.

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 the **premises** or orders the **premises** to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril.

Payment will be made for a period not exceeding 30 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 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, we will pay necessary expenses incurred to:

- a) Remove from the **premises** 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** 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.

If the amount payable for loss, including expenses for removal of debris, is greater than the amount of insurance applicable to the lost or damaged 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 is located, is called to respond on the **premises** owing to an insured **occurrence**.

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 C and D.

3) Lock Replacement, Rekeying or Repair

We will pay for the replacement, rekeying or repair, whichever is the least expensive, of locks on your dwelling if your keys are stolen.

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

The deductible does not apply to this coverage.

4) 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**.

However, the amount payable cannot be greater than 50% of the amount of insurance written on the *Coverage Summary* page for *Coverage C – Personal Property (Contents)*.

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

5) Tear Out and Repair

We will pay the cost of tearing out and repairing any improvements and betterments made, acquired or rented by you, located inside your dwelling as necessary to allow repairs to be made to the **plumbing system, domestic water containers or appliances** or their equipment having caused insured water damage.

6) 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.

7) Credit or Debit Cards and Forgery

- a) We insure the financial loss you incur as a result of the unauthorized use of a credit or 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.

8) 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.

9) Outdoor Growing Plants

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

- Fire;
- Lightning;
- Explosion;
- Impact with a vehicle or aircraft;
- Riot;
- Vandalism;
- Theft or attempted theft.

We will pay a maximum amount of \$1,000 per tree, shrub or plant. This amount includes expenses to remove from the **premises** debris from the damaged plants.

However, the amount payable cannot be greater than 10% of the amount of insurance written on the *Coverage Summary* page for *Coverage C – Personal Property (Contents)*.

10) 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 exclusion under the *Common Exclusions* section (which relates to theft occurring in any location you own or rent).

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

11) Property Removed From the Premises as a Precaution

As a result of an insured **occurrence**, we cover insured personal property removed from the **premises** 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 Away From the Premises* does not apply.

12) 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 new principal residence.

13) 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.

14) Damage to Dwelling During a Theft or Attempted Theft

We insure damage caused to your dwelling during a theft or attempted theft.

We will pay a maximum amount of \$500.

15) Loss of Computer Data

We insure loss of computer **data** caused directly by an insured peril.

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 \$1,000.

16) Personal Property Stored in a Safety Deposit Box

The following is added to *Section I – Property Damage Coverages – Coverage C – Personal Property (Contents) – 2) Property Away From The Premises – a) When the following are temporarily away from the premises, we insure:*

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

17) Reward

We will pay up to \$1,000 regardless of the number of persons providing information, which leads to a conviction for arson, robbery or burglary in connection with a loss to property insured by this policy.

This is additional insurance.

No deductible applies to this coverage.

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

You may use up to \$10,000 of *Section I - Property Damage Coverages - 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 **occurrence**.

INSURED PERILS

You are insured against all risks of direct loss or damage to insured property.

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

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) Spas or swimming pools installed outside the 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 the dwelling building and giving direct access to spas or swimming pools.
d) Sidewalks which surround inground swimming pools and are essential to its installation.
- 8) Docks other than those insured under *Coverage C – Personal Property (Contents)*.
- 9) a) Motorized vehicles, other than those insured under *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 co-tenants, roomers or boarders who are not related to you, unless they are named on the *Coverage Summary* page.
- 12) Wind turbines, where loss or damage is caused by:
 - Wind, hail, or the weight of ice, snow or sleet;
 - Collapse.
- 13) Animals, except where loss or damage is caused directly by one of the following insured perils:
 - Fire;
 - Lightning;
 - Fluctuations in artificially generated electric currents;
 - Explosion;
 - Smoke;
 - Riot;
 - Vandalism;
 - Water damage;
 - Hail;
 - Windstorm;

- **Transportation accidents;**
- Impact by objects which strike the exterior of the dwelling building or its **detached private structures**.

14) Exterior trees, shrubs, plants and lawns.

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

15) Sporting items and equipment where loss or damage is due to their use.

However, we insure sporting items and equipment (including bicycles) where loss or damage is caused directly by impact with a vehicle or aircraft.

We also insure bicycles where loss or damage is caused directly by collision with a pedestrian.

COMMON EXCLUSIONS

The following exclusions apply to Coverage 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) Communicable Disease

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by a communicable disease.

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.

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 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, seiche 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 resulting from such ground movement.

7) Faulty Material or Workmanship

WE DO NOT INSURE the cost of correcting faulty material or workmanship.

However, we insure loss or damage caused directly to insured property by an insured peril resulting from such faulty material or workmanship.

8) Flood

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

“Flood” includes waves, tides, tidal waves, tsunamis, seiche, 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.

9) Freezing

WE DO NOT INSURE breakage caused by freezing to:

- a) Property located outside a building.

However, we insure loss or damage caused directly by freezing of the outside drinking water main that supplies the dwelling building.

- b) A building or the personal property inside when the building is unheated during the regular heating season.
- c) A building or the personal property inside when the building is heated during the regular heating season but the **premises** have been unoccupied for more than seven consecutive days.

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

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

10) Glass Breakage

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**.

11) 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 resulting from such gradual damage.

12) 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.

13) Loss or Damage Caused by Animals

WE DO NOT INSURE loss or damage caused by vermin, insects, birds, rodents, racoons and bats.

However, we insure loss or damage to:

- insured property caused directly by an insured peril resulting from loss caused by such animals;
- building glass.

14) 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.

We also insure loss or damage caused directly to insured property by an insured peril 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**;
- any tank, apparatus or supply line that you own or that are 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 resulting from such discharge, dispersal, release or escape.

15) Marring, Scratching or Breakage

WE DO NOT INSURE marring or scratching of any property or breakage of any fragile articles, except if such loss or damage is caused directly by one of the following insured perils:

- Fire;
- Lightning;
- Fluctuations in artificially generated electric currents;
- Explosion;
- Smoke;
- Impact by objects which strike the exterior of the building;
- Impact with a vehicle or aircraft;
- Riot;
- Vandalism;

- Water damage;
- Hail;
- Windstorm;
- **Transportation accidents;**
- Theft or attempted theft.

16) 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.

17) Nuclear Incident

- 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.
- 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.

18) 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 resulting from such minerals' reaction.

19) Rental of Your Dwelling

WE DO NOT INSURE **occurrences** resulting from rental of all or part of your dwelling to others 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.

20) Settling

WE DO NOT INSURE loss or damage caused to property by its settling, expansion, contraction, moving, bulging, buckling or cracking, except where such loss or damage results from an insured peril.

However, we insure loss or damage caused directly to insured property by an insured peril resulting therefrom.

We also insure damage to glass that is part of the improvements and betterments made, acquired or rented by you.

21) 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.

22) Theft or Attempted Theft

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**.

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**.

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 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.

23) Use of Premises

WE DO NOT INSURE **occurrences** that occur while all or part of the **premises**, including the dwelling building or **detached private structures**, 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.

24) Vacancy

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

25) Vandalism

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) 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*.

26) 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.

27) Water Damage

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.

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.

- 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.

- 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.

- 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**.

28) 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.

29) 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.

30) 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 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**, we will automatically increase the amounts of insurance written for Coverage 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.

Single Inclusive Limit

We will pay up to the total amount of insurance shown on the *Coverage Summary* page for the Single Inclusive Limit.

Single Inclusive Limit may be applied to any insured loss or damage of property under *Coverage C – Personal Property (Contents)* and, *Coverage D – Additional Living Expense and Fair Rental Value* but not exceeding the Single Inclusive Limit shown on the *Coverage Summary* page. This sum is the maximum amount we will pay for an insured loss or damage arising out of one **occurrence**, unless stated otherwise.

Single Inclusive Limit does not apply to personal property items listed under *Coverage C – Personal Property (Contents) – Limitation of Amount Payable for Certain Personal Property*.

This additional coverage does not apply to **occurrences** under the following:

- Earthquake Coverage Form – 1554Q
- Ground Water, Sewers and Overflow of Body of Water Coverage Form – 3250Q
- Sewer Back-up Coverage Form – 1596Q

- Water Damage – Above Ground Water Coverage Form – 1562Q
- Water Damage – Ground Water and Sewers Coverage Form – 1561Q

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

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)*.

- Repair or replacement must be made with property of like kind and quality.
- Repair or replacement must be made within a reasonable time after the **occurrence**.

The indemnity 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.

SECTION II – CIVIL LIABILITY COVERAGES

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

AMOUNTS OF INSURANCE

The amount of insurance for each of Coverages E, F and G is written on the *Coverage Summary* page.

It applies to each **Insured** separately, but it is the maximum amount we will pay for any one **occurrence** no matter how many **Insureds** are involved.

COVERAGE E - LEGAL LIABILITY

The amount of insurance written on the *Coverage Summary* page for Coverage E is the maximum global amount that we will pay per **occurrence** for all liability coverages listed below.

Coverage is limited to compensatory damages.

1) Personal Liability

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury** or **property damage**, as well as resultant loss of use, arising out of:

- a) Your personal actions anywhere in the world provided the dwelling described on the *Coverage Summary* page is occupied by you as a principal residence.

This coverage applies to a **student** insured under this insurance policy.

If the dwelling described on the *Coverage Summary* page is not occupied by you as a principal residence, you are insured only for legal liability arising out of ownership, maintenance or use of the **premises** described on the *Coverage Summary* page.

- b) The ownership, maintenance or use of the **premises**, including the legal liability of other persons that you assume, under a written contract, in relation to your **premises**.

WE DO NOT INSURE claims arising out of:

- liability you have assumed by contract with a railway company;
- a contract for the production or distribution of energy.

- c) The ownership, maintenance or use of a boat or **watercraft** you own and which:

- is described on the *Coverage Summary* page;
- is not described on the *Coverage Summary* page, provided:
 - such boat or **watercraft** is not more than 8 metres (26 feet) in length; and
 - when equipped with one or more outboard, such motor(s) do not exceed 19 kW (25 HP) in total per boat or **watercraft**;
 - when equipped with one or more inboard or inboard-outboard motor(s), such motor(s) do not exceed 38kW (50 HP) in total per boat or **watercraft**;
- is newly acquired after the effective date of this policy, provided such boat or **watercraft** has the same characteristics as the boat(s) or **watercraft** described on the *Coverage Summary* page.

The coverage period is 14 consecutive days.

This period begins on the date the boat or **watercraft** is acquired. It ends upon expiration of 14 consecutive days or termination of this insurance policy, whichever occurs first.

- d) The use or operation of boats or **watercraft** not owned by any **Insured**.

- e) The ownership, maintenance or use of the following motorized vehicles which you own:
- Lawn mowers, snow blowers and garden-type tractors, of not more than 22 kW (30 HP), including their trailers or attachments, used or operated on the **premises** and, provided they are not used for compensation or hire, occasionally off the **premises**;

This condition does not apply to activities described under paragraph b) of *Coverage E - 4) Business and Business Property*.

- 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;
 - Motorized golf carts while in use on a golf course;
 - Scooters and electric bicycles with a maximum speed of 32 km/h;
 - Electric vehicles for children with a maximum speed of 10 km/h.
- f) The use of a motorized vehicle not owned by any **Insured**, provided the vehicle:
- is not subject to mandatory registration; and
 - is intended solely for off-road use.

This coverage applies solely in excess of any other Civil Liability Insurance policy or if there is no such policy.

- g) The ownership, maintenance or use of any trailer or its equipment provided that such trailer is not attached to or carried on a motorized vehicle.

WE DO NOT INSURE:

- a) Claims arising from the sale of a commercial or industrial building or a residential building containing more than six dwelling units.

- b) **Property damage**, including resultant loss of use, to property:

- you own or use;
- in your care, custody or control or for which you are liable as a tenant or occupant;

However, refer to *Coverage E - 2) Civil Liability for Premises You Do Not Own*.

- as a result of work done on it;
- owned by a person living with you in your household.

- c) Damage to an animal you own or in your custody.

- d) **Bodily injury** to you or to any person living with you in your household, other than your **residence employee**.

- e) Any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages.

2) Civil Liability for Premises You Do Not Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **property damage** to **premises** or their contents you do not own, as well as resultant loss of use.

This coverage applies if the loss or damage is caused by any of the insured perils below, as set out in *Section I - Property Damage Coverages*:

- Fire;
- Explosion;
- Smoke;
- Water damage.

This coverage applies if you are liable for these **premises** or their contents which you are using, renting, occupying or have in your care, custody or control.

3) Employers' Liability

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury** to your **residence employees** while in the course of their employment by you.

WE DO NOT INSURE liability imposed upon or assumed by you under any workers' compensation statute.

4) Business and Business Property

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury** or **property damage**, as well as resultant loss of use, arising out of:

- a) Activities during the course of your **business** which are not ordinarily incidental to your **business**.
- b) The temporary or part-time **business** pursuits of an **Insured** under 21 years of age or a **student** covered by this insurance policy.
- c) The use of part of the dwelling building or **private detached structures** for your **business**, if mentioned on the *Coverage Summary* page.

5) Rental Activity

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury** or **property damage**, as well as resultant loss of use, arising out of:

- a) The rental of all or part of your dwelling to others for not more than 30 days per year, whether consecutive or not.
- b) The rental of not more than three parking spaces in garages located on the **premises**.
- c) The rental of a dwelling building, if the building is described on the *Coverage Summary* page and we have been notified of the rental.
- d) The rental of rooms in your dwelling, if mentioned on the *Coverage Summary* page.

Additional Agreements

If a claim is made against you for which you are insured under *Coverage E - Legal Liability*, we will defend you at our cost.

We reserve the right to investigate, negotiate and settle any claim or suit if we decide this is appropriate.

Our rights and duties to defend cease when we have used up the amount of insurance under *Coverage E - Legal Liability* written on the *Coverage Summary* page in payment of settlements.

In addition to the amount of insurance for *Coverage E - Legal Liability*, we will pay, among other costs:

- 1) All expenses which we incur.
- 2) All costs charged against you in any suit insured under *Coverage E - Legal Liability*.
- 3) Any interest awarded by the court on that part of the judgment which is insured under *Coverage E - Legal Liability*.
- 4) Premiums, up to the amount of insurance for *Coverage E - Legal Liability*, for:
 - a) Bonds to release any property that is being held as security;
 - b) Appeal bonds required in any insured lawsuit involving you.

However, we are not obligated to apply for or provide these bonds.

- 5) Expenses which you have incurred for emergency medical or surgical treatment to others as needed immediately following an insured **occurrence**.
- 6) Reasonable expenses, EXCEPT loss of earnings, which you incur at our request.

COVERAGE F - VOLUNTARY MEDICAL OR FUNERAL PAYMENTS

The amount of insurance written on the *Coverage Summary page* under Coverage F is the maximum amount we will pay for each person in respect of one **occurrence**.

At your request, even if you are not legally liable, we will reimburse medical or funeral expenses incurred by or for the victim of an accident unintentionally caused by you or arising out of ownership, maintenance or use of the **premises**.

Medical expenses include expenses incurred for ambulance, surgical, dental, hospital, nursing and medical services.

These expenses must be incurred within 12 months of the accident.

WE WILL NOT REIMBURSE:

- 1) Expenses covered by any plan or law, or under any other insurance policy.
- 2) Expenses covered by any workers' compensation statute.
- 3) Expenses incurred for you or for any person living with you in your household, other than your **residence employees**.

- 4) Expenses incurred by or for the victim of **bodily injury** caused intentionally by you or at your direction.
- 5) Expenses incurred by or for the victim of **bodily injury** arising out of the ownership, maintenance or use of any motorized vehicle, trailer, boat or **watercraft**, except those mentioned as covered in *Section II - Civil Liability Coverages*.

COVERAGE G - VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

The amount of insurance written on the *Coverage Summary* page for Coverage G represents the maximum that we will pay per **occurrence**.

At your request, even if you are not legally liable, we will pay for **property damage** you cause to others, including damage caused intentionally by an **Insured** who is 12 years of age or under.

WE DO NOT INSURE:

- 1) Loss or damage arising out of the ownership, maintenance or use of any motorized vehicle, trailer, boat or **watercraft**, except those for which coverage is mentioned in *Section II - Civil Liability Coverages*.
- 2) Loss or damage caused to:
 - a) Property you or your tenants own or rent;
 - b) Property which is insured under *Section I - Property Damage Coverages*.
- 3) Loss of use, disappearance or theft of property.

Basis of Payment – Coverage G

- 1) We will pay the actual cash value of the property, up to the amount of insurance written on the *Coverage Summary* page for Coverage G.

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.

- 2) We may:
 - a) Pay for the loss in money or repair or replace the property.
 - b) Settle any claim either with you or the owner of the property.
 - c) Take over any salvage.
- 3) If necessary, you must help us verify the damage.
- 4) You shall not bring suit against us until you have fully complied with all the terms of this insurance policy, nor until 60 days after the required proof of loss has been filed with us.

COVERAGE H - VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

At your request, even if you are not legally liable, we will pay the benefits described below if your **residence employee** sustains **bodily injury** while working for you, provided:

- a) You are released from any liability for the accident; and
- b) We are subrogated in the rights of the **residence employee** or any person acting on his or her behalf against any at-fault third party.

If your **residence employee**, or any person acting on his or her behalf, does not accept these benefits or sues you, we may withdraw our offer of payment.

However, this will not reduce our obligations under *Coverage E - Legal Liability*.

WE WILL NOT PAY benefits for any hernia injury.

Benefits

In this coverage, “weekly indemnity” means two-thirds of your **residence employee**’s weekly wage at the date of the accident, subject to a maximum of \$200 per week.

Article 1 - Death

If the accident leads to the death of your **residence employee** within the following 26 weeks, we will pay:

- a) To those wholly dependent upon the **residence employee**, a total of 100 times the weekly indemnity in addition to any sums payable until death under *Article 2 - Temporary Total Disability*.
- b) Actual funeral expenses up to \$1,000.

We can require an autopsy before we make payment.

Article 2 - Temporary Total Disability

If the accident leads to a temporary total disability within the following 14 days such that your **residence employee** cannot work at any job, we will pay weekly indemnity for up to 26 weeks.

However, we will not pay for the first seven days unless the disability lasts for six weeks or more.

Article 3 - Permanent Total Disability

If the accident leads to a permanent total disability within the following 26 weeks such that your **residence employee** cannot work at any job, we will pay weekly indemnity for 100 weeks.

This benefit is payable in addition to the sums paid under *Article 2 - Temporary Total Disability*.

Article 4 - Permanent Partial Disability

If the accident leads to your **residence employee** suffering the loss of, or permanent loss of use of, one or more of the following within 26 weeks of the accident, we will pay weekly indemnity for the number of weeks written in the *Schedule of Benefits*.

The number of weeks cannot exceed 100 in total.

This benefit is payable in addition to the sums paid under *Article 2 - Temporary Total Disability*.

The **residence employee** cannot receive benefits both under this article and under *Article 1 - Death* or *Article 3 Permanent Total Disability*.

| SCHEDULE OF BENEFITS | |
|---|--------------|
| For loss or irrecoverable loss of use of: | No. of weeks |
| a) Arm, forearm or hand: | 100 |
| b) One finger: | 25 |
| c) More than one finger: | 50 |
| d) One leg or foot: | 100 |
| e) One toe: | 25 |
| f) More than one toe: | 50 |
| g) Both eyes or sight in both eyes: | 100 |
| h) One eye or sight in one eye: | 50 |
| i) Hearing in both ears: | 100 |
| j) Hearing in one ear: | 50 |

Article 5 – Medical Expenses

We will also pay:

- a) Expenses incurred for ambulance, surgical, dental, hospital, nursing and medical services within 26 weeks of the accident, subject to a maximum benefit of \$1,000 for all such care and services.
- b) Expenses incurred for supplying or replacing necessary artificial limbs or braces within 52 weeks of the accident, subject to a maximum benefit of \$5,000 for all such devices.

WE DO NOT INSURE you for expenses payable under any plan or law, or any other insurance policy.

Conditions

If requested, the **residence employee** must:

- a) Submit to a physical examination at our expense, by doctors we select, as often as we may reasonably require.
- b) Authorize us to obtain all necessary information, including any medical records.

COMMON EXCLUSIONS

The following exclusions apply to Coverage E, F, G and H, as well as to the *Additional Agreements*.

They apply in addition to all other exclusions indicated in this insurance policy.

1) Activities

- a) WE DO NOT INSURE claims arising out of your **business** or any **business** use of the **premises**.

However, refer to *Coverage E - 4) Business and Business Property*.

- b) Unless otherwise mentioned on the *Coverage Summary* page, WE DO NOT INSURE claims arising out of your farming operations or any use of the **premises** for farming operations, if undertaken for **remuneration**.
- c) Unless otherwise mentioned on the *Coverage Summary* page, WE DO NOT INSURE claims arising out of the rental of all or part of your dwelling to others for more than 30 days per calendar year, whether consecutive or not.

However, refer to *Coverage E - 5) Rental Activity*.

2) Aircraft

- a) WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of any aircraft, including scale models and drones, except for unmodified toys intended for children under 14 years of age.
- b) WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of any location used as an airport or landing strip, and all necessary or incidental operations.

3) Assault or Harassment

WE DO NOT INSURE claims arising out of indecent acts, sexual assault, sexual harassment, corporal punishment or abuse by you or with your express or implied consent or by any other person with your express or tacit consent.

4) Assumed Liability

WE DO NOT INSURE claims arising out of any liability assumed by you only by contract, except those set out in paragraph b) of *Coverage E – 1) Personal Liability*.

5) Communicable Disease

WE DO NOT INSURE claims arising directly or indirectly out of the transmission of a communicable disease.

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.

6) Data

WE DO NOT INSURE claims arising out of:

- a) Any erasure, destruction, corruption, misappropriation or misinterpretation of **data**;
- b) Any error in creating, amending, entering, deleting or using **data**.

7) Electronic Communications

WE DO NOT INSURE claims arising out of the distribution or display of **data** via a website, the Internet, a social network, an intranet or extranet or any similar device or system designed or intended for electronic communication of **data**.

8) Escape of Fuel Oil

WE DO NOT INSURE claims arising out of the discharge, dispersion, release or escape of fuel oil from:

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

9) Libel or Slander

WE DO NOT INSURE claims arising out of the publication or utterance of libel or slander or of other defamatory or disparaging material, or a publication or utterance which violates an individual's rights of privacy.

10) Nuclear Incident

WE DO NOT INSURE claims arising out of any event which is insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada or any other group or pool of insurers, regardless of exhaustion of such policy limits or its termination.

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.

11) Premises Not Insured

WE DO NOT INSURE claims arising out of ownership, maintenance or use of **premises** which you own or rent under the terms of an agreement for more than 180 days and which are not mentioned as covered in *Section II - Civil Liability Coverages*.

12) Professional Services

WE DO NOT INSURE claims arising out of any rendering or failure to render any professional service.

13) Terrorism

WE DO NOT INSURE claims arising directly or indirectly from **terrorism** or from 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 or damage.

14) Vehicles Insured

WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of any motorized vehicle, trailer, boat or **watercraft** mentioned as covered in *Section II – Civil Liability Coverages* while it is:

- Used for carrying passengers or property for **remuneration**.
- Used for **business** purposes, except temporary or part-time **business** pursuits of an **Insured** under 21 years of age or a **student** covered by this insurance policy.
- Used in any race or speed test or skill test.
- Rented to others.
- Used or operated without the owner's consent.

15) Vehicles Not Insured

WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of a motorized vehicle, trailer or **watercraft**, except those mentioned as covered in *Section II - Civil Liability Coverages*.

16) War

WE DO NOT INSURE claims arising directly or indirectly from any 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 or damage.

17) Waste Management

WE DO NOT INSURE decontamination or clean-up expenses arising from your inappropriate waste management.

18) Wilful Negligence or Criminal Act

WE DO NOT INSURE claims arising out of any wilful negligence or criminal act by an **Insured**.

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

OTHER INSURANCE

If you have other insurance which applies to a loss or claim, or would have applied if this insurance policy did not exist, this policy will be considered excess insurance.