## *Insuring Agreement*

We provide you, as a homeowner, with coverage against various perils and liabilities as described or listed below, in return for payment of the premium.

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 dwelling building, detached private structures and personal property. It also insures any additional living expense or fair rental value loss incurred by you if an insured occurrence makes your dwelling or part of the dwelling rented to others 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.

Liberalization Clause

If we broaden coverage at no additional cost during the policy period, or within 60 days prior to the policy period, you will receive the benefit of the new coverage from the effective date the coverage is broadened.

This Liberalization Clause does not apply to changes resulting from a full review of the policy implemented through the introduction of a subsequent edition of this policy.

## *Useful 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,* Statutory Conditions** or *Additional Conditions** must be considered in addition to this form.

*Refer to *Coverage Summary* page for the Conditions that apply.

## *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 *General Conditions** or *Statutory Conditions*,* which deals with, among other aspects, material change of risk and the consequences of misrepresentation.

*Refer to *Coverage Summary* page for the Conditions that apply.

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 the premises;
- 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;
- Any major renovation or construction to the dwelling building or its detached private structures;
- When the dwelling building becomes vacant.

## *Definitions*

"You" and "your" as used in the text that follows refer to the **Insured**.
"We" and "us" refer to the insurer.

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 and storage expenses, incurred by the **Insured** to maintain his or her regular standard of living.

**Barn** means a building originally designed for agricultural purposes or for animal husbandry, whether or not ever used for such purpose.

**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 any person acting under the authority of Federal, Provincial or Territorial, or Municipal legislation with respect to the protection of persons and property in the event of an emergency.

**Collection** means an accumulation of similar objects which are gathered for reasons which include, but are not limited to, novelty, personal interest, rarity or value.

**Computer software** means computer programs or instructions stored on electronic media, excluding video games of any kind.

**Computer systems** means any computer, hardware, **computer software**, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility.

**Cyber act** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

**Cyber incident** means:

(a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or

(b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

**Data** means information, facts, concepts, code or any other information of any kind:

(a) that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**; or

(b) that is used for records, including but not limited to books of account, drawing or card index systems.

**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 access, 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.

**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, hot tubs, whirlpool tubs and 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**.

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

**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.

(b) A **student** who is dependent on the Insured or his or her **spouse**, provided that the dwelling building described on the *Coverage Summary* page serves as the named Insured's principal residence.

(c) Applicable to *Section II – Civil Liability Coverages* only:
- Any person or organization having authorized use of or custody of an animal owned by the Insured (but not in the course of any **business**);
- Any person or organization having authorized use of or custody of a **watercraft** 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**.

**Motorized personal mobility device** means any electric vehicle, including scooters and electric bicycles, designed and used for personal transportation that is not subject to mandatory registration and has a maximum speed, at the time of design and at the date of the **occurrence**, of 32 km/h. However, this definition excludes wheelchairs, three-wheeled scooters, four-wheeled scooters and electric vehicles for children.

**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, provided that you do not own such premises.
- 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 for which you are responsible.
- Any land without a building in Canada you own or rent, excluding farm land.
- Land in Canada where an independent contractor is building a one, two or three-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.

**Specified perils**

Subject to the exclusions and conditions in this policy, specified perils means:

(a) fire;
(b) lightning;
(c) explosion;
(d) smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the **premises**;
(e) falling object which strikes the exterior of a dwelling building or a **detached private structure**;
(f) impact by aircraft or land vehicle;
(g) water originating from the rising or overflow of any stream or body of freshwater, whether natural or man-made or from dam breaks (only if the *Extended Water Damage Endorsement* is attached to your policy);
(h) theft or attempted theft.

**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 who is publicly presented as his or her spouse.
(c) A person will also be considered to be a 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.

**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**.

**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 A, B and C is written on the *Coverage Summary* page.

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

## *Coverage A – Dwelling Building*

(1) We insure the dwelling building described on the *Coverage Summary* page and the structures attached to the dwelling building, as well as appliances, furniture and equipment forming part thereof.

(2) When the following are located on the **premises**, we insure:
   (a) Permanently installed outdoor installations, including fences.
   (b) Temporary outdoor installations, whether assembled or not, including car shelters.
   (c) Materials and supplies intended for use in construction, alteration or repair of the dwelling building, attached structures, **detached private structures** or outdoor installations.
   (d) Docks.
   (e) Swimming pools, spas, hot tubs, whirlpool tubs and saunas, and attached equipment.
   (f) Any **detached private structures.**
      - **Barns** and stables not specifically described on the *Coverage Summary* page are limited all together in total to 10% of the amount of insurance mentioned for *Coverage A – Dwelling Building*.

(3) When the following are located on an adjacent site, meaning a location in contact with the **premises**, we insure:
   (a) Building fixtures and fittings removed from the **premises** for repair or seasonal storage.
   (b) Materials and supplies intended for use in construction, alteration or repair of the dwelling building, attached structures, **detached private structures** or outdoor installations.
   (c) Docks located on dry land or installed along the shore of the **premises**.

(4) When the following are not located on the **premises** nor on an adjacent site, we insure:
   (a) Building fixtures and fittings removed from the **premises** for repair or seasonal storage.
   (b) Only while transported, materials and supplies intended for use in construction, alteration or repair of the dwelling building, attached structures, **detached private structures** or outdoor installations.

## *Limitation of Amount Payable for Certain Property*

In the event of an insured **occurrence**, we will pay a maximum amount of:
- $5,000 for wind turbines, whether assembled or not, including their equipment and accessories;
- $25,000 for solar panels, whether assembled or not, including their equipment and accessories.

## *Coverage B – Personal Property (Contents)*

(1) PERSONAL 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 22 kW (30 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;
      - **Motorized personal mobility devices**;
      - 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:
      - Unattached utility trailers;
      - **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.
   (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.

(2) PERSONAL 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 22 kW (30 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;
- **Motorized personal mobility devices**;
- 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:
  - Unattached utility trailers;
  - **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.

(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 22 kW (30 HP);
  - Boats or **watercrafts**;
  - 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 personal mobility devices**;
  - Electric vehicles for children with a maximum speed of 10 km/h.
- With respect to trailers, we only insure the following trailers belonging to other and that are in your possession:
  - Unattached utility trailers;
  - **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*

Important – Special limitations apply to your policy, they are shown in the *Special Limitations Appendix*.*

*Please make sure to refer to the *Special Limitations Appendix* as some amounts payable are limited for certain categories of personal property. You must verify if these amounts are sufficient to meet your needs. Additional coverage may be available upon request.

## *Coverage C – Additional Living Expense and Fair Rental Value*

The amount of insurance written on the *Coverage Summary* page for Coverage C 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 expenses:**
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.

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

## *Extensions of Coverage*

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

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

(1) Prohibited Access and Mass Evacuation
We will pay reasonable **additional living expenses** and **fair rental value** while **civil authority** prohibits access to your dwelling or orders mass evacuation as a direct result of an event occurring off **premises**.

The indemnity period is for a maximum of 30 days per event.

It commences as soon as access is prohibited or the order of evacuation is given.

This coverage does not apply to any claim arising from prohibited access or mass evacuation, resulting from the events described under *Common Exclusions* Section for:

- *Communicable Diseases;*
- *Cyber Act or Cyber Incident;*
- *Nuclear Incident;*
- *War.*

This amount is payable in addition to the amounts of insurance written on the *Coverage Summary* page for *Coverage C Additional Living Expense and Fair Rental Value*.

(2) 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. If such debris is a tree, we will also pay a maximum of $500 for the removal of its stump.

(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 following conditions apply, an additional 10% of the amount of insurance written on the *Coverage Summary* page for *Coverage A – Dwelling Building* will be available to cover debris removal expense:

- YOU DO NOT have a single amount of insurance for Coverages A, B and C under *Section I – Property Damage Coverages*;
- the amount payable for loss, including expense for debris removal, is greater than the amount of insurance written on the *Coverage Summary* page for *Coverage A – Dwelling Building*.

(3) Fire Department Charges

We will pay up to $1,500 for the charges that are levied against you when a fire department is called to respond on the **premises** due to an insured **occurrence.**

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

(4) 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 lost or stolen.

This coverage includes the replacement, rekeying or repair, whichever is the least expensive, of locks on automobiles if insured with us, as well as keys of a safety box located in a financial institution.

We will pay a maximum amount of $2,000.

(5) Mortgage Rate Protector

In the event of a covered loss or damage caused to your principal residence and should your lending institution or bank "call in" your current mortgage, this policy insures, in addition to the policy limit, the difference between the current rate and a higher interest rate obtained on the balance of the current mortgage.

The monthly payments are made only for the duration period of the current mortgage until its normal expiry or up to such earlier date at which your title or interest in the **premises** is relinquished.

We also insure fees charged by a lawyer or notary related to obtaining the new mortgage but we do not insure other costs such as judgements or service charges.

(6) Soil Decontamination

When the soil of the **premises** is contaminated by a **pollutant** (including fuel oil) as the result of an insured peril, we will pay the necessary decontamination expenses.

These expenses include the cost of necessary excavation and backfill work, including removal of the contaminated soil from the **premises**.

We will pay a maximum amount of $10,000.

(7) Tear Out and Repair

We will pay the cost of tearing out and repairing any interior parts of the building or **detached private structures** 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.

(8) Business Property

We cover insured personal property pertaining to a **business,** up to $2,000.

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.

(9) Credit or Debit Cards and Forgery

(a) We insure the financial loss you incur as a result of the unauthorized use of a credit card issued in your name.

For coverage (a) we will pay a maximum amount of $25,000.

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

For coverage (b) we will pay a maximum amount of $1,000.

(c) We insure the financial loss you incur as a result of unauthorized electronic transactions conducted in your name.

For coverage (c) we will pay a maximum amount of $25,000.

The coverages outlined in (a), (b) and (c) apply 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.

(d) We insure the financial loss you incur as a result of the forgery or counterfeiting of cheques, drafts or other negotiable instruments.

For coverage (d) we will pay a maximum amount of $2,000.

(e) We insure the financial loss you incur as a result of your acceptance in good faith of counterfeit paper currency.

For coverage (e) we will pay a maximum amount of $2,000.

(10) Food in a Freezer or Refrigerator

We insure loss or damage caused directly to food contained in a freezer or refrigerator which is located on **premises** and stops working because of a mechanical breakdown or power interruption.

We also insure loss or damage to the refrigerator or freezer when it is due to the insured food spoilage.

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.

This coverage does not apply to the intentional disconnection of the power supply by the **Insured.**

(11) Outdoor Growing Plants

We insure loss or damage caused directly to trees, shrubs, plants and lawns 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 up to $50,000 with a maximum amount of $2,000 per tree, shrub or plant. This amount includes expenses to remove from the **premises** debris from the damaged plants. If such debris is a tree, we will pay a maximum of $500 for the removal of its stump, without exceeding the $2,000 limit per tree.

However, we will pay up to $1,000 with a maximum amount of $250 per cannabis plant.

(12) 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 at any location you own or rent).

We will pay a maximum amount of $2,000.

(13) 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 90 consecutive days, but not beyond the expiry of this insurance policy.

(14) 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 B – 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 45 consecutive days.

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

It ends upon expiration of the 45-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.

(15) Change of Temperature

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

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

(16) 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 not pay for cryptocurrencies or non-fungible tokens.

We will pay a maximum amount of $3,000.

(17) Property Causing the Occurrence

We will pay up to $1,000 to repair or replace the damaged section of pipe located behind a wall, ceiling, floor, or inground, when insured water damage results from damage to such pipe.

(18) 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 insurance policy.

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

However, the $1,000 limit will not be increased regardless of the number of persons providing information.

The deductible does not apply to this coverage.

(19) Tree removal

We will pay for expenses incurred for removal of trees fallen on the **premises** due to the following perils:

- windstorm (only if windstorm is covered under your policy),
- hail (only if hail is covered under your policy), or
- weight of snow, ice or sleet.

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

When the stump of a fallen tree is located on the **premises**, this amount includes up to $500 per tree for the removal of its stump.

(20) Spare Automobile Parts

We cover your spare automobile parts.

The coverage applies subject to the following condition:

- spare automobile parts are not covered by any other insurance policy.

We will pay a maximum amount of $3,000.

(21) Loss Assessment

If you are a bare land condominium owner, we will pay your share of any special assessment imposed under the Declarations (or Declaration of co-ownership in Quebec) arising from loss or damage to common portions or common portions for exclusive use caused by an insured peril under this insurance policy.

However, we will pay up to $25,000 when the claim arises from the application of a deductible under the syndicate, strata or condominium corporation's insurance policy.

This coverage applies only if:

- the assessment is prescribed under the syndicate, strata or condominium corporation's governing rule; and
- the syndicate, strata or condominium corporation has no insurance or if its insurance is inadequate.

Common portion means those common portions as described in the Declarations (or Declaration of co-ownership in Quebec), but not common portion for exclusive use.

Common portion for exclusive use means those common portions that are reserved for your exclusive use, as described in the Declarations (or Declaration of co-ownership in Quebec).

Syndicate, strata or condominium corporation means the legal entity that represents the condominium unit owners.

(22) Bylaws for undamaged portions of dwelling

We will pay the cost of:

- demolition, removal and reconstruction, if applicable, required to comply with the minimum requirements of any bylaw regulating demolition, repair or construction on the **premises**;
  - of any undamaged portion of the dwelling building or **detached private structures**

resulting from an insured **occurrence** and directly related to the loss.

Coverage is available only if the following conditions are met:

(a) Demolition, removal or reconstruction of the undamaged portion of the dwelling building or **detached private structure** must occur on the **premises.**

However, reconstruction may occur on a different location if a bylaw prevents you from rebuilding on the **premises**. In such case, coverage is limited to the cost of reconstruction based on minimum requirements applicable at the loss location, provided the same requirements also apply at the new location.

(b) Materials used to repair or rebuild must be of similar quality as the materials in place prior to the **occurrence**.

(c) Demolition, removal or reconstruction of the undamaged portion must be done within a reasonable time after the **occurrence**.

(d) The building occupancy must be the same as prior to the **occurrence**.

We will pay a maximum amount of $ 50,000.

## *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 events where the damage results from the breakdown, inherent vice or nature of the property.

However, refer to *Extensions of Coverage – Property Causing the Occurrence*.
(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) Docks other than those insured under *Coverage A – Dwelling Building*.
(8) (a) Motorized vehicles, other than those insured under *Coverage B – Personal Property (Contents)*.
(b) Parts, furnishings, equipment and accessories designed exclusively for motorized vehicles, other than those insured under *Coverage B – Personal Property (Contents)*, that you own or that are in your care, custody or control.
(c) Trailers other than those insured under *Coverage B – Personal Property (Contents)*.
(d) Aircraft and related parts, furnishings, equipment and accessories.
(9) Do-it-yourself kits to build an aircraft or motorized vehicle, other than those insured under *Coverage B – Personal Property (Contents)*.
(10) Personal property of roomers or boarders who are not related to you.
(11) Wind turbines, where loss or damage is caused by:
- The weight of ice, snow or sleet;
- Collapse.

(12) 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 your dwelling building or its **detached private structures.**

(13) Exterior trees, shrubs, plants and lawns.

However, refer to *Extensions of Coverage – Outdoor Growing Plants*.
(14) Sports equipment, except bicycles, where loss or damage is due to their use.

However, we insure sports equipment where loss or damage is caused directly by impact with a vehicle or aircraft.
(15) Cryptocurrencies.
(16) Non-fungible tokens.

## *Common Exclusions*

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

(1) 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.

(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 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.
However, you are still insured for ensuing loss or damage which results directly from fire, explosion or smoke.

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 resulting from such ground movement;
- to swimming pools, spas, hot tubs, whirlpool tubs or saunas, located outside the dwelling on the **premises**, by freezing or thawing of the ground.

(5) Faulty Design, Material or Workmanship

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

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

(6) Flood

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

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) Glass Breakage

WE DO NOT INSURE glass breakage which occurs 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.

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

(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) Intentional or Criminal Act

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

(10) 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.

(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.
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.

(12) 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;
- **Transportation accidents**;
- Theft or attempted theft.

(13) Moving of Buildings
WE DO NOT INSURE loss or damage resulting from the moving of 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.
However, this exclusion does not apply to above ground or semi-inground swimming pools, spas, hot tubs and whirlpool tubs.

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) 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.
However, you are still insured for ensuing loss or damage which results directly from fire or explosion.

(15) 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.

(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.

(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.
However, we insure loss or damage caused directly to insured property by an insured peril resulting therefrom.
We also insure damage to the building glass.

(18) Terrorism

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by **terrorism** perpetrated by biological, chemical, nuclear or radioactive means.
However, you are still insured for ensuing loss or damage which results directly from fire or explosion.

(19) 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 principal 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 your 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**.

(20) Trickery or fraud

WE DO NOT INSURE loss or damage resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud.

(21) Use of Premises

WE DO NOT INSURE **occurrences** that occur while all or part of the **premises**, including your 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.

(22) Vacancy

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

(23) Vandalism

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

(a) Committed while your 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*.

(24) 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.

(25) 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 your 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 7 consecutive days.

However, exclusion (d) above does not apply if, beyond that 7-day period:

- you arranged for a competent person to enter your dwelling at least once during the first 7 days, and then at least once every 7 days from the date the person last entered your dwelling, 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 your 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.**

(26) 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:

- by a fire or explosion due to the water table, to insured property;
- by the water table to swimming pools, spas, hot tubs, whirlpool tubs or saunas located outside the dwelling on the **premises**.

(27) 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.

(28) Communicable Diseases

WE DO NOT INSURE loss or damage or expenses caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage or expenses.

(29) Cyber Act or Cyber Incident

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly, in whole or in part, by any **cyber act** or **cyber incident**.

However, you are still insured for ensuing loss or damage which results directly from a **specified peril**.

(30) Hail

WE DO NOT INSURE loss or damage caused by hail.

(31) Windstorm

WE DO NOT INSURE loss or damage caused by windstorm.

## *Basis of Settlement*

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

*Refer to *Coverage Summary* page for the Conditions that apply.

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 event of an insured **occurrence** under this insurance policy, we will automatically increase the amounts of insurance written for Coverage A, B, and C on the *Coverage Summary* page according to the inflation increase, based on the "*New Housing Price Indexes*" published by *Statistics Canada*, 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.

MULTI-PRODUCT DEDUCTIBLE CLAUSE

This clause only applies in case of loss or damage caused by:

- fire,
- impact with a vehicle,
- theft, or
- vandalism.

If a loss, from a single **occurrence**, is payable under at least one private passenger automobile policy and at least one residential policy, issued by us, you will only have to pay the following deductibles:

- Any deductible applicable to a residential loss; and
- Any deductible in the amount of $5,000 or more applicable to a private passenger automobile loss.

The amount of the loss payable under each policy must exceed its applicable deductible.

This clause does not apply to tractors or recreational vehicles such as motorcycles, motorhomes, vacation/recreational trailers, all-terrain vehicles or snowmobiles.

DWELLING BUILDING AND DETACHED PRIVATE STRUCTURES

For loss or damage sustained by property insured under *Coverage A – Dwelling Building*, we will pay based on one of the 2 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*.

Detached Private Structure

In the event that the total sum of the loss or damages caused to all properties covered under *Coverage A – Dwelling Building* is higher than the amount of insurance, we will add 25% of the amount of insurance to cover the **detached private structures.**

However this agreement does not apply:

- if you have a single amount of insurance for Coverages A, B and C under *Section I – Property Damage Coverages*;
- to **barns** and stables;
- to dilapidated **detached private structures** that are not useable for their original purpose.

Option 1 – Repair or Replacement Cost Without Deduction for Depreciation

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

(a) Repair or replacement must be made on the same location.
(b) Materials used to repair or rebuild must be of similar quality as the materials in place prior to the **occurrence**.
(c) Repair or replacement must be done within a reasonable time after the **occurrence**.
(d) The building occupancy must be the same as prior to the **occurrence**.

The amount of insurance paid will not take into account depreciation.

This option does not apply to:

- dilapidated **detached private structures** that are not useable for their original purpose;
- wood fences installed more than 10 years ago.

Option 2 – Actual Cash Value
We will pay the actual cash value.

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

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

PERSONAL PROPERTY
For loss or damage sustained by personal property insured under *Coverage B – 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 B – 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.

ABOVE GROUND SWIMMING POOLS
Basis of settlement
We will pay according to the percentage of the replacement cost* indicated below;

| Age of the swimming pool | Percentage of the replacement cost |
|---|---|
| Less than 5 years | 100% |
| 5 years | 88% |
| 6 years | 75% |
| 7 years | 63% |
| 8 years | 50% |
| 9 years | 38% |
| 10 or more years | 25% |

*Replacement Cost is the cost, at the date of **occurrence**, to repair or replace, whichever is lower, with a swimming pool of similar in size, type and quality.

## *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 building 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 building 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, inboard or inboard-outboard motors, when such motor(s) do not exceed 38 kW (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(s)** described on the *Coverage Summary* page.

  The coverage period is 30 consecutive days.

  This period begins on the date the boat or **watercraft** is acquired. It ends upon expiration of 30 consecutive days or termination of this insurance policy, whichever occurs first.

(d) The use or operation of boats or **watercrafts** 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;
- **Motorized personal mobility devices**;
- 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.

(h) The use of a **motorized personal mobility device** not owned by any **Insured**.
This coverage applies solely in excess of any other Civil Liability Insurance policy or if there is no such policy.

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 due to 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 **detached private 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 for not more than 30 days per calendar year, whether consecutive or not.
(b) The rental of not more than:
- six parking spaces located within a garage; or
- six stalls for horses located within a stable;

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 building provided no family unit includes more than two roomers or boarders.

## *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, including actual loss of earnings up to $100 per day, which you incur at our request.

## *Loss Assessment Coverage*

We will pay your share of any special assessment imposed under the Declarations (or Declaration of co-ownership in Quebec) owing to an insured **occurrence** under *Section II – Civil Liability Coverages*.

This coverage applies only if:
- the assessment is prescribed under the syndicate, strata or condominium corporation's governing rule; and
- the syndicate, strata or condominium corporation has no insurance or if its insurance is inadequate.

However, we will pay up to $25,000 when the claim arises from the application of a deductible under the syndicate, strata or condominium corporation's insurance policy.

Syndicate, strata or condominium corporation means the legal entity that represents the condominium unit owners.

## *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: | 50 |
| (c) | More than one finger: | 75 |
| (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 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.

(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) 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**.

(6) Disease

WE DO NOT INSURE claims arising out of the transmission of any disease by any **Insured**.

(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.

(9) Intentional or Criminal Act

WE DO NOT INSURE claims arising out of any intentional or criminal act by an **Insured**.

This exclusion does not apply to an **Insured** who has not committed and is not involved in the intentional or criminal act.

(10) 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.

(11) 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.

(12) Premises Not Insured

WE DO NOT INSURE claims arising out of ownership, maintenance or use of **premises** which you own and which are not mentioned as covered in *Section II – Civil Liability Coverages*.

(13) Professional Services

WE DO NOT INSURE claims arising out of any rendering or failure to render any professional service.

(14) 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.

(15) 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.

(16) 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*.

(17) 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.

(18) Cyber Act or Cyber Incident
WE DO NOT INSURE claims arising from any **cyber act** or **cyber incident**.

## *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 and we will not pay any loss or claim until the amount of such other insurance is used up.

## *Conditions*

*Statutory Conditions** or *General Conditions** 1, 3, 4, 5 and 15 attached to this policy apply as conditions to all Coverages under Section II.

*Refer to *Coverage Summary* page for the Conditions that apply.