

# MOBILE HOME POLICY BASIC FORM

ADMINISTERED BY

**Western Underwriting Managers Ltd.**

## AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out.

This policy consists of two sections:

**SECTION I** describes the insurance on your property;

**SECTION II** describes the insurance for your legal liability to others, because of bodily injury or property damage.

All amounts of insurance, premium and other amounts as expressed in this policy are in Canadian Currency.

## SECTION I – PROPERTY COVERAGE

### DEFINITIONS

**“You”** or **“Your”** means the person(s) named as Insured on the Declarations, and while living in the same household, his or her wife or husband, the relatives of either, or any person under 21 in their care. Husband and wife includes a man and a woman who are living together as husband and wife, and have so lived together continuously for a period of 3 years, or if a child was born of their union, for a period of 1 year. Only the person(s) named in the Declarations may take legal action against us.

**“Household”** means a group of persons living together, and sharing common living quarters. A separate suite is not considered to be in the same household, although your relatives might occupy it.

**“We”, “us”** or **“our”** means the company (the Insurer) providing this insurance.

**“Mobile Home”** means the mobile home described in the Declarations occupied by you as a principal dwelling.

**“Premises”** means the land contained within the lot lines on which the mobile home is situated while on blocks or levelling jacks with utilities connected, and while not in transit. It shall also include grounds, carports and outbuildings incidental thereto, together with any private approaches under your exclusive control.

**“Domestic Appliance”** means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.

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

**“Surface Water”** means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes or ponds.

**“Watermain”** means a pipe forming part of a water distribution system, which conveys potable, but not waste, water.

**“Residence Employee”** means a person employed by you to perform duties concerning the maintenance or use of the insured premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include persons while performing duties concerning your business.

**“Business”** means any continuous or regular pursuit undertaken for financial gain, including a trade, profession or occupation.

**“Vacant”** means:

- The occupant(s) has/have moved out with no intent to return
- A newly installed mobile home ready for occupancy but no occupant has moved in; or
- The occupant has moved out and no new occupant has moved in, even if partially or fully furnished.

**“Vermin”** means any of various destructive wild animals.

**“Civil Authority”** means any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province. It shall also mean any person acting with authority under a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in case of an emergency.

**“Sports Cards”** means any card imprinted with a picture of an athlete and which has some value other than the value of the materials and labour in its manufacture.

### COVERAGE “A” – MOBILE HOME

**We insure:**

1. The mobile home and attached structures.
2. Permanently installed outdoor equipment on the premises.
3. Outdoor swimming pools and attached equipment on the premises.
4. Materials and supplies located on, or adjacent to, the premises, intended for us in construction, alteration or repair of your mobile home or private structures.

### Tear Out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before insured water damage from a plumbing, heating, air conditioning, sprinkler system or domestic appliance can be repaired, we will pay the cost of such repairs, unless damage to such system or appliance is otherwise excluded.

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

### COVERAGE “B” – DETACHED PRIVATE STRUCTURES

We insure structures or buildings not insured under Coverage “A”, on your premises, separated from the mobile home by a clear space. If they are connected to the mobile home by a fence, utility line or similar connection only, they are considered detached structures. If there is more than one such structure, the insurance granted

by this extension shall cover and attach, on the several structures, in the proportion that the value of each shall bear to the value of all at the time of loss.

### COVERAGE “C” – PERSONAL PROPERTY

1. We insure the contents of your mobile home and other personal property you own, wear, or use, while on your premises, which is usual to the ownership or maintenance of a dwelling.
2. If you wish, we will include uninsured personal property of others, while it is on that portion of your premises which you occupy but we do not insure property of roomers or boarders who are not related to you.
3. We insure your personal property for up to 20% of the amount of insurance on your personal property or \$2,500, whichever is greater, while it is temporarily away from your premises, anywhere in the world; personal property normally kept at another location you own, lease or rent is not insured. Personal property stored in a warehouse is insured for 30 days only.
4. If you wish, we will include personal property belonging to a residence employee travelling for you.
5. Personal property of a student insured by this policy, up to a maximum of \$2,500, is covered while at a residence the student occupies away from home, if the student has been there at any time within 45 days prior to the loss.
6. We insure, during the term of this policy, personal property removed from your premises to another location within the territorial limits of Canada, to be occupied as your principal residence. The limit of liability for Coverage “C” shall apply at each location, and while in transit, in the proportion that the value at each location bears to the total value of such property insured under Coverage “C”.
7. This insurance shall apply only for a period of 30 days from the date removal commences or until your policy term ends, whichever occurs first.
8. While your personal property is in transit, it shall be covered for the following perils:
  - a) Fire
  - b) Lightning
  - c) Explosion
  - d) Smoke
  - e) Falling objects
  - f) Impact by aircraft or land vehicle
  - g) Riot, vandalism or malicious acts
  - h) Burglary (of which there must be signs of forcible entry)
  - i) Windstorm or hail
  - j) Collision, upset, overturn, derailment, stranding or sinking of automobile or trailer in which the property is being carried.
9. We insure personal property damaged by change of temperature resulting from physical damage to your mobile home by an insured peril.
10. We do not insure loss or damage to:
  - a) Motorized vehicles or their equipment (except for watercraft, lawn mowers, other gardening equipment or snow blowers, wheelchairs or scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability)
  - b) Camper units, truck caps, trailers or their equipment
  - c) Aircraft or their equipment

Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. Equipment does not include spare automobile parts.

### Special limits of Insurance

The following Special Limits of Insurance apply after the policy deductible, without increasing the amount of insurance shown on the Declaration for Coverage “C” Personal Property.

**We insure:**

1. Books, tools and instruments pertaining to a business, profession or occupation, for an amount up to \$2,500 in all, but only while on your premises. Other business property, including samples and goods held for sale, is not insured.
2. Animals, birds or fish up to \$2,500 in all. Coverage and limit only applies if caused by a Specified Peril, but not by impact by an aircraft or land vehicle.
3. Securities and manuscripts up to \$2,000.
4. Money or bullion up to \$300 in all.
5. Watercraft, their furnishings, equipment, accessories and motors up to \$2,000 in all.

6. Computer software up to \$2,500 in all. We do not insure the cost of gathering or assembling information or data.
7. Garden type tractors, including attachments and accessories up to \$2,500 in all.
8. Non-boat trailers up to \$2,000.

The following special limits of insurance do not apply to any claim caused by a Specified Peril:

1. Jewellery, watches, gems, fur garments and garments trimmed with fur, for an amount up to \$3,000 in all.
2. Numismatic property (such as coin collections) up to \$500 in all.
3. Stamps and philatelic property (such as stamp collections) up to \$1,000 in all.
4. Silverware, meaning silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware, up to \$7,500.
5. Bicycles and bicycle parts and accessories, for not more than \$500 for any one bicycle.
6. Collections of "sport cards" and comic books, for not more than \$250 for any single article or \$2,000 in total.

#### Specified Perils

Subject to the exclusions and conditions in this policy, Specified Perils means:

1. Fire
2. Lightning
3. Explosion
4. Smoke
5. Falling object
6. Impact by aircraft or land vehicle
7. Riot
8. Vandalism or malicious acts, not including loss or damage caused by theft or attempted theft
9. Freezing of any part of a plumbing, heating, sprinkler or air-conditioning system or domestic appliance
10. Rupture of heating, plumbing, sprinkler or air-conditioning system or escape of water from such a system or from a swimming pool, including attached equipment, or from a public watermain
11. Windstorm or hail.

#### COVERAGE "D" – ADDITIONAL LIVING EXPENSES

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

1. **Additional Living Expenses:** If an Insured Peril makes your mobile home unfit for occupancy, or you have to move out while repairs are being made, we insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or replace your mobile home, or if you permanently relocate, the reasonable time required for your household to settle elsewhere.
2. **Evacuation:** We will pay any necessary and reasonable increases in living expense incurred by you while access to your principal residence is prohibited by order of a civil authority. Such order for evacuation must be as a direct result of a sudden and accidental event occurring within Canada or the United States of America.

You are insured for additional expenses incurred during a period of up to two weeks from the date of the order of evacuation and up to a maximum of \$2,500. You are **not** insured for any claim arising out of an evacuation order resulting from:

1. Flood, meaning waves, tides, tidal waves, tsunamis, and the rising of, the breaking out or overflow of any body of water, whether natural or man-made
2. Earthquake
3. War, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power
4. Any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning, or explosion of natural, coal or manufactured gas.

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

#### INSURED PERILS – COVERAGE "A", "B", "C", AND "D"

You are insured against direct physical loss or damage, caused by the following perils as described and limited:

1. **Fire or Lightning.**
2. **Explosion.** This excludes electric arcing, water hammer, or rupture of any vessel or conduit due to water pressure therein.
3. **Falling Object.** This means an object which, while falling, strikes the exterior of the mobile home or detached private structure. There is no coverage for loss or damage caused:
  - a) to glass; or
  - b) by snowslide, landslide, or any other earth movement.
4. **Impact by Aircraft or Land Vehicle.**
5. **Riot.**
6. **Vandalism or Malicious Acts.** We do not insure loss or damage occurring while the mobile home is under construction or vacant, even if permission for construction or vacancy has been given by us.
7. **Water Escape, Rupture, and Freezing.** This means:

- a) Accidental discharge or overflow of water or steam within a plumbing, heating, sprinkler or air-conditioning system, domestic appliance (including waterbeds and fish tanks), swimming pool or equipment attached to public watermains.
- b) Sudden and accidental bursting, tearing apart, cracking, burning or bulging due to the pressure of water or steam or lack of water or steam in a plumbing, heating, sprinkler or air-conditioning system or an appliance for heating water.
- c) Freezing of any part of a plumbing, heating, sprinkler or air-conditioning system, and domestic appliance (including waterbeds and fish tanks) within a building heated during the usual heating season.

#### We do not insure loss or damage:

- d) caused by continuous repeated seepage or leakage
- e) to the system or appliance caused by rust or corrosion
- f) to public watermains, outdoor swimming pools or equipment attached to either
- g) occurring while the mobile home is under construction or vacant
- h) caused by freezing, which occurs during the usual heating season, if you have been away from your premises more than four consecutive days. However, if you have arranged for a competent person to enter your mobile home daily, to ensure that heating was being maintained, or if you had shut off the water supply, and drained all the pipes and appliances, you would still be insured.

8. **Windstorm or Hail.** This does not include loss or damage to your personal property, improvements or betterments within your mobile home, nor to the interior of your mobile home, caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the mobile home.

#### We do not insure damage:

- a) To outdoor radio or TV antennae, satellite receivers and their attachments due to weight, pressure or melting of snow or ice, floods, whether driven by wind or not.
- b) By hail if the mobile home has a metal roof or siding, unless the hail directly causes an opening in the metal roof or siding.
9. **Smoke.** This means smoke due to the sudden, unusual and faulty operation of any heating or cooking unit in or on the premises.
10. **Damage by Electric Currents.** Meaning the sudden and accidental injury to electrical appliances, devices, fixtures and wiring, except tubes, transistors and similar electronic components resulting from electrical currents artificially generated.
11. **Glass Breakage.** We insure glass that forms part of your mobile home or private structures on your premises, including glass in storm windows and doors, against accidental breakage.
12. **Transportation.** This means loss or damage to personal property caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply in any conveyance of a common carrier. We do not insure loss or damage occurring while the mobile home is under construction or vacant, even if permission for construction or vacancy has been given by us.
13. **Collision (meaning contact with another object) or Upset.** We cover loss or damage to the mobile home, only while it is being transported or towed by a vehicle operated in the business of a person licensed as a common carrier.
14. **Theft, including damage caused by attempted theft.** We do not insure loss or damage:
  - a) Which happens at any other dwelling which you own, rent or occupy, except while you are temporarily living there
  - b) Caused by any tenant, employee or member of the tenant's household if part of the mobile home, containing the property insured, normally occupied by you is rented to others
  - c) To property in or from a mobile home under construction, or of materials and supplies for use in the construction, until the mobile home is completed and ready to be occupied
  - d) To animals, birds or fish.

#### Loss or Damage Not Insured

We do not insure:

- a) Loss or damage occurring after your mobile home has, to your knowledge, been vacant for more than 30 consecutive days
- b) Loss or damage caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material
- c) Loss or damage caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power
- d) Buildings, units or structures used in whole or in part for business or farming purposes, unless declared in the Declarations
- e) Loss or damage resulting from any intentional or criminal act or failure to act by:
  - i) Any person insured by this policy
  - ii) Any other person at the direction of any person insured by this policy
- f) Loss or damage to personal property undergoing a process involving the application of heat but resulting damage to other property is insured
- g) Loss or damage to any property illegally acquired, kept or stored
- h) Loss or damage to any property lawfully seized or confiscated, unless such property is destroyed to prevent the spread of fire
- i) Loss or damage caused by wear and tear, gradual deterioration or inherent vice
- j) Loss of or damage to books of account and evidences of debt or title

**BASIS OF CLAIM SETTLEMENT (Applicable to Building & Contents if actual cash value is stated on the Declaration Page)**

We will pay for insured loss or damage, up to your financial interest in the property. However, the amount shall not exceed the actual cash value of the property at the time of loss or destruction or the applicable amount(s) of insurance, whichever is the lesser, for any loss or damage arising out of one occurrence. Any loss or damage shall not reduce the amount(s) of insurance provided by this policy except in the event of a total or constructive total loss in which case the total premium of the policy shall be earned in full.

If the insurance applies to the property of more than one person, our liability for loss sustained by those persons shall be limited, in the aggregate, to the applicable limit of insurance as shown in the Declarations.

**Deductible:** We are responsible only for the amount by which the loss or damage, caused by any insured peril, exceeds the amount of the deductible shown on the Policy Declarations, in any one occurrence.

**Replacement Cost:** If on the declaration, it is indicated that the loss settlement shall be on a "Replacement Cost" basis for either the mobile home or the personal property, the following conditions apply:

- Mobile Home Dwelling Building and Detached Private Structures:** If you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy, constructed with materials of similar quality, within a reasonable time after the loss or damage you may choose, as a basis of loss settlement, either (A) or (B) below: otherwise, settlement will be as in (B).
  - The cost of repairs or replacement (whichever is less) without the deductible for depreciation, in which case we will pay in the proportion that the applicable amount of insurance bears to 90% of the replacement cost of the damaged building at the date of damage but not exceeding the actual cost incurred.
  - The Actual Cash Value of the damage at the date of occurrence.

In determining the cost of repairs or replacement under (A) or the amount payable under (B) above, we will pay or include the increased costs of repair or replacement, due to the operation of any law regulating zoning, demolition, repair or construction of buildings and their related services. However, we will not be liable for more than the least of:

- 15% of the limit shown under Coverage "A"
- The replacement cost of the part of the property damaged, for equivalent construction, and use on the same premise; or
- The amount actually and necessarily spent to repair or replace the damaged property at another location, if any ordinance of law regulating the construction, repair, or demolition of the building prohibits replacement on the same premises.

This extension will not increase the limit of insurance shown under Coverage "A" on the Policy Declarations.

- Personal Property Replacement Cost** (If indicated on the Policy Declarations): If there is a loss insured by Coverage "C", Personal Property, we agree to pay on the basis of replacement cost provided that:  
The property at the time of loss was usable for its original purpose  
You have repaired or replaced the property promptly.  
Otherwise, the basis of claim payment in the policy will apply as if this endorsement had not been in effect.

**EXTENSIONS OF COVERAGE**

**Fire Department Charges**

We will pay up to \$2,500 for your liability, assumed by contract or agreement, for fire department charges incurred when the fire department is called to save or protect your property from a peril insured against. No deductible applies to this coverage.

**By-laws Coverage**

We will pay the additional cost of demolition, construction or repair which is required to comply with any laws regulating demolition, construction or repair of buildings.

However, we will not be liable for more than the least of:

- 15% of the limit shown under Coverage "A"
- The replacement cost of the part of the property damaged, for equivalent construction, and use, on the same premise; or
- The amount actually and necessarily spent to repair or replace the damaged property at another location, if any ordinance of law regulating the construction, repair, or demolition of the building prohibits replacement on the same premises.

This extension will not increase the limit of insurance shown under Coverage "A" on the Policy Declarations.

**Home Freezer/Fridge Freezer**

You are insured up to \$5,000 for loss or damage by spoilage to food contained in any home freezer/fridge freezer within your premises, resulting from:

- Mechanical or electrical breakdown of the freezer/fridge freezer, or
  - Failure or interruption of an outside power supply.
- When a breakdown or power interruption happens, you must take all reasonable steps to save or preserve the food from spoilage, and we will pay for any reasonable extra expenses you incur in doing so.

This coverage includes the freezer/fridge freezer unit when damage is due to food spoilage as well as the food. We will not pay for loss caused by:

- Inherent vice or natural spoilage;
- Accidental or deliberate manual disconnection of the power supply within your dwelling.

Coverage is subject to policy deductible

**Lock Replacement**

If the keys to your mobile home are stolen, we will pay up to \$500 (no deductible applies) for your locks to be reset, replaced or re-keyed. The amount payable will be restricted to the same lock quality installed at the time of the theft of the keys.

**Mass Evacuation**

We agree to pay all necessary and reasonable increase in living expenses you incur while access to your mobile home is prohibited by order of Civil Authority. However, any such order must be given for mass evacuation because of a sudden and accidental event within Canada or the United States of America.

We shall be liable for up to a maximum of two weeks from the date of the evacuation order and in no event shall our liability exceed a maximum of \$2,500 in excess of the policy deductible stated in the Declarations.

We shall not be liable for any claim because of evacuation resulting from:

- Flood, meaning waves, tides, tidal waves, or the rising, breaking out or overflow of any body of water whether natural or man-made
- Earthquake
- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power
- Nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or nuclear contamination.

**Credit Card Forgery and Counterfeit Money**

We will pay up to \$2,500 for your legal obligation to pay, because of the unauthorized use of credit cards issued or registered in your name, which have been lost or stolen. We will even pay for losses which occur while this policy is in effect but are not discovered for up to one year after its cancellation or termination.

You must comply with all the conditions under which the credit card is issued and notify the credit card company and us as soon as you discover the loss.

We will also pay up to \$2,500 for any loss caused by forgery or alteration of any cheque or negotiable instrument. We have the option to defend you, at our expense, against any suit for the enforcement of payment under this coverage.

We will pay any loss sustained through acceptance in good faith of counterfeit Canadian or United States of America paper currency up to \$50 in any one transaction and a total of \$100 in any one year.

We do not pay for loss arising out of any business pursuits, unless from the unauthorized use of a credit card issued or registered to you, for which you are personally liable. We do not pay for any loss arising out of the dishonesty of any Insured.

We may investigate and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for the loss equals our limit of liability.

The deductible specified in the Policy Declarations does not apply to this coverage.

**The word "credit card" as used in this extension also means computerized "bank" or "ATM" card.**

**Debris & Protective Removal**

The amount of insurance include the cost of removing debris of the property insured as a result of the occurrence of an insured event.

If the amount payable for loss, including expense for debris removal, is greater than the Limit of Liability, an additional 5% of the amount will be available to cover debris removal expense.

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured for 90 days or until your policy term ends – whichever happens first. The amount of insurance will be divided in the proportion that the value of the property removed bears to the value of all property at the time of loss.

**Outdoor Trees, Shrubs and Plants**

Up to 5% of the amount of insurance on your mobile home, if you are the owner, may be applied to trees, plants and shrubs on your premises. We will not pay more than \$250 for any one tree, plant or shrub, including debris removal expense. We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts as described under Insured Perils. We do not insure lawns or items grown for commercial purposes. This extension, subject to the policy exclusions, shall not increase the limit of liability applying under this policy to the property damaged or destroyed.

**Accidental Death**

If you die because of an accident, or death occurs within 180 days as a result of an accident caused by an insured peril at the premises described in the Declarations, we will pay \$5,000 to your surviving spouse, dependants or estate.

"Accident" and "accidental" means an event which is sudden, unforeseen, unintended by you, and causes injury to you by the immediate effect of an external force upon your body.

We do not insure any loss resulting directly or indirectly, wholly or partially from:

- An intentionally self-inflicted injury or any attempt at self-destruction, including suicide while sane or insane
- Committing or attempting to commit an assault or criminal offence.

**SPECIAL CONDITIONS**

**90% Co-insurance Clause – Applicable to Coverage "A"**

We will pay for no greater proportion of any loss than the amount insured bears to 90% of the actual cash value of the property. If this policy insures two or more items, this condition shall apply to each item separately.

### Permission Granted

You are allowed to:

1. Make alterations, additions or repairs to the mobile home
2. Keep and use coal, oil, fuel oil, liquefied petroleum gas, gasoline, benzene, naphtha or similar materials for normal use.

### Insurance under more than one policy

If you have insurance on specifically described property, our policy will be

considered excess insurance, and we will not pay any loss or claim until the amount of such other insurance is used up. In all other cases our policy will pay its ratable proportion of the loss or claim.

### Subrogation

We will be entitled to assume all your rights of recovery against others and may bring action in your name to enforce these rights when we make payment or assume liability under this policy.

## SECTION II – LIABILITY COVERAGE

In consideration of the premium stated in the Policy Declarations and subject to the terms, provisions, and conditions hereof:

Unless stated on the Policy Declarations, it is understood, and agreed:

- a) You own no Residence Premises other than the principal residence maintained by you
- b) You own no watercraft:
  - i) Equipped with an outboard motor more than 25 hp (19 kW)
  - ii) Equipped with an inboard motor rated more than 50 hp (38 kW)
  - iii) Of any other type over 26 feet (8 m) in overall length
- c) You own no draft or saddle animals
- d) No business or occupational pursuits are conducted on the premises
- e) There are no permanent in-servants, out-servants or private chauffeurs
- f) There are no elevators, escalators or incliners on the premises
- g) There are no swimming, or wading pools over 30 inches (75 cms) in depth.

### DEFINITIONS (APPLICABLE TO SECTION II)

“You” and “your” in this section have the same meaning as in Section I. In addition, the following persons are insured:

1. Any person or organization legally liable for damages caused by watercraft or animal owned by you and to which this insurance applies. This does not include anyone using or having custody of the watercraft or animal in the course of any business or without the owners' permission.
2. A residence employee while performing duties in connection with the ownership, use or operation of motorized vehicles and trailers for which coverage is provided by this policy
3. Your legal representative, having temporary custody of the insured premises, if you die while insured by this policy, for legal liability arising out of the insured premises
4. Any person who is insured by this policy at the time of your death and who continues residing on the insured premises.

“We” or “us” in this Section have the same meaning as in Section I.

“Bodily injury” means bodily injury, sickness or disease or resulting death.

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

“Residence employee” in this Section has the same meaning as in Section I.

“Premises” in this Section means all premises where the person(s) named as Insured on the Policy Declarations, or their spouse, maintains a residence, including seasonal and other residences, provided such premises are specifically described on the Policy Declarations. This does not include business property or farms. Premises also include:

1. Premises where you are residing temporarily, or which you are using temporarily, as long as you do not own or lease the premises.
2. Individual or family cemetery plots or burial vaults.
3. Vacant land in Canada you own or rent from others, excluding farm land.
4. Land where you or an independent contractor is building a one or two-family residence, which is to be occupied by you.

“Business” means any continuous or regular pursuit undertaken for financial gain, including a trade, profession or occupation.

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

“Legal liability” means responsibility which a court recognizes and enforces between persons who sue one another.

### Coverage

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

The amounts of insurance are shown on the Policy Declarations. Each person insured is a separate Insured but this does not increase the limit of insurance.

### COVERAGE “E” – LEGAL LIABILITY

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage.

The amount of insurance shown on the Policy Declarations is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence, regardless of the number of Insured's, against whom the claim is made or action is brought.

Defence, Settlement and supplementary payments are in addition to the limit of insurance.

### You are insured for claims made against you from:

1. **Personal Liability:** Legal liability for unintentional bodily injury or property damage arising out of your personal actions anywhere in the world.

### You are not insured for claims made against you arising from:

- a) The ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is shown in this policy

- b) Damage to property you own, use, occupy or lease
- c) Damage to property owned, used, occupied or leased by anyone included in the definition of “you” or “your” in Section II of this policy
- d) Damage to personal property or fixtures because of work done on them by you or anyone on your behalf.

2. **Premises Liability:** Legal liability arising out of your ownership, use or occupancy of the premises defined in Section II. This insurance also applies if you assume, by written contract, the legal liability of other persons in relation to your premises.

### You are not insured for claims made against you arising from:

- a) damage to property you own, occupy or lease
- b) damage to property owned, occupied or leased by anyone included in the definition of “you” or “your” in Section II of this policy
- c) Damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf
- d) Bodily injury to you or to any person residing in your household, other than a residence employee.

3. **Tenant's Legal Liability:** Legal liability for unintentional property damage to premises, or their contents, which you are using, renting or have in your custody or control, caused by fire, explosion, water escape or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, in or on the premises, but not smoke from fireplaces. Water escape has the same meaning as in Section I of this policy.

You are not insured for liability you have assumed by contract, unless your legal liability would have applied even if no contract had been in force.

4. **Employers' Liability:** Legal liability for unintentional bodily injury to residence employees arising out of and in the course of their employment by you.

You are not insured for claims made against you resulting from the ownership, use or operation of aircraft while being operated or maintained by your employee, nor are you insured for liability imposed upon or assumed by you under any Workers' Compensation Statute.

### Defence, Settlement, Supplementary Payments

We will defend you against any suit which makes claims against you for which you are insured under Coverage “E” and which alleges bodily injury or property damage and seeks compensatory damages, even if it is groundless, false or fraudulent. We reserve the right to investigate, negotiate, and settle any claim or suit, if we decide this is appropriate.

In addition to the limit of insurance under Coverage “E”, we will pay:

1. All expenses we incur
2. All costs charged against you in any suit insured under Coverage “E”
3. Any interest accruing after judgement, which is within the amount of insurance of Coverage “E”
4. Premiums for appeal bonds required in any insured lawsuit involving you and bonds to release any property that is being held as security, up to the amount of insurance, but we are not obligated to apply for or provide these bonds
5. Expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this policy
6. Reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

### COVERAGE “F” – VOLUNTARY MEDICAL PAYMENTS

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

The amount of insurance shown on the Declarations Page is the maximum we will pay for each person in respect of one accident or occurrence.

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

We will not pay your medical expenses or those of persons residing with you, other than residence employees.

We will not pay medical expenses of any person covered by any Workers' Compensation Statute.

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

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

1. Give us, as soon as possible, a written proof of claim, under oath if required
2. Submit to a physical examination, at our expense, by doctors we select, as often as we may reasonably require
3. Authorize us to obtain medical and other records.

Someone acting on behalf of the injured person may give proofs and authorizations.

### COVERAGE "G" – VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

We will pay for unintentional direct damage you cause, although you are not legally liable. You may also use this coverage to reimburse others for direct property damage, caused unintentionally, by anyone 12 years of age or under included in the definition of "you" and "your" in Section II of this policy.

#### You are not insured for claims:

1. Resulting from the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided by this policy
2. For property you or your tenants own or rent
3. Which are insured under Section I of this policy
4. Caused by the loss of use, disappearance or theft of property.

#### Basis of Payment

We will pay whichever is the least of:

1. The actual cash value of the property at the time of loss
2. What it would cost to repair or replace the property with materials of similar quality at the time of loss
3. The amount shown on the Declaration Page.

We may pay for the loss of money or may repair or replace the property and may settle any claim for loss of property, either with you or the owner of the property. We may take over any salvage if we wish. Within 60 days after the loss you must submit to us, under oath if required, a Proof of Loss Form containing the following information:

1. The amount, place, time and cause of loss
2. The interest of all persons in the property affected
3. The actual cash value of the property at the time of loss.

If necessary, you must help us verify the damage.

#### SPECIAL CONDITIONS

**Watercraft you own:** You are insured against all claims arising out of your ownership, use or operation of a watercraft equipped with an outboard motor(s), of not more than 25 hp (19Kw) in total, when used with or on a single watercraft. You are also insured if your watercraft has an inboard / outboard motor of not more than 50hp (38Kw), or any other type of watercraft not more than 26 feet (8m) in length. If you own any motor or watercraft larger than those stated above, you are insured only if they are shown on the Declarations Page. If they are acquired after the effective date of this policy, you will be insured automatically, for a period of thirty days only, from the date of their acquisition.

**Watercraft you do not own:** You are insured against claims arising out of your use or operation of watercraft you do not own, provided:

- a) The watercraft is being used with the owner's consent
- b) The watercraft is not owned by anyone included in the definition of "you" or "your" in Section II of the policy.

You are not insured for damage to the watercraft itself.

**Motorized Vehicles – Vehicles you own:** You are insured against claims arising out of your ownership, use or operation of the following, including their trailers or attachments:

- a) Self-propelled lawn mowers, snow blowers, garden type tractors of not more than 25 hp, used or operated mainly on your premises, provided they are not used for compensation or hire
- b) Motorized golf carts while in use on a golf course
- c) Motorized wheelchairs

**Vehicles you do not own:** You are insured against claims arising out of your use or operation of any self-propelled land vehicles, amphibious vehicles or air-cushion vehicles including their trailers, which you do not own, provided:

- a) The vehicle is not licensed and is designed primarily for use off public roads
- b) You are not using it for business or organized racing
- c) The vehicle is being used with the owner's consent
- d) The vehicle is not owned by anyone included in the definition of "you" or "your" in Section II of the policy.

You are not insured for damage to the vehicle itself.

**Trailers:** You are insured against claims arising out of your ownership, use or operation of any trailer or its equipment, provided that such trailer is not being towed by, attached to, or carried on a motorized vehicle.

**Business and business property:** You are insured against claims arising out of:

- a) Your work for someone else as a sales representative, collector, messenger or clerk, provided that the claim does not involve injury to a fellow employee
- b) Your work as a teacher, provided the claim does not involve physical disciplinary action to a student or injury to a fellow employee
- c) The occasional rental of your residence to others, rental to others of a one or two-family dwelling usually occupied in part by you as a residence, provided no family unit includes more than two roomers or boarders
- d) The rental of space in your residence to others for incidental office, school or studio occupancy
- e) The rental to others, or holding for rent, of not more than three car spaces or stalls in garages or stables
- f) Activities, during the course of your trade, profession or occupation, which are ordinarily incidental to non-business pursuits
- g) The temporary or part time business pursuits of an insured person under the age of 21 years.

Claims arising from the following business pursuits are insured only if the properties

or operations are declared in the Declarations:

- a) The rental of residential buildings containing not more than six dwelling units
- b) The use of part of your residence, by you, for incidental office, school or studio occupancy.

#### Loss or Damage not insured

You are not insured for claims arising from:

- a) War, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power
- b) Bodily injury or property damage which is also insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers, regardless of exhaustion of such policy limits or its termination
- c) Your business, or any business use of your premises, except as specified in this policy
- d) The rendering or failure to render any professional service
- e) Bodily injury or property damage caused by any intentional or criminal act, or failure to act, by
  - i) Any person insured by this policy or
  - ii) Any other person, at the direction of any person insured by this policy
- f) The ownership, use or operation of any aircraft, or premises used as an airport or landing strip, or any necessary or incidental operations
- g) The ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided by this policy
- h) The transmission of communicable diseases by any person insured by this policy
- i) abuse, or molestation, meaning any form of actual or threatened sexual, physical, psychological, mental and/or emotional abuse, molestation or harassment, including corporal punishment, directly or indirectly, by:
  - a) any person or named insured who is insured by this policy,
  - b) any person or named insured who is insured by this policy having knowledge of such an activity taking place,
  - c) any person or named insured who is insured by this policy failing to prevent such an activity from taking place,
  - d) at the direction of any person or any named insured who is insured by this policy.
- j) any type of discrimination including discrimination due to sex, age or marital status, colour, race, creed, or national origin;
- k) punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you.

#### Conditions

**Notice of Accident or Occurrence:** When an accident or occurrence takes place, you must promptly give us notice, in writing if required. The notice must include:

- a) Your name and policy number
- b) The time, place and circumstances of the accident or occurrence
- c) The names and addresses of witnesses and potential claimants.

**Co-operation:** You are required to:

- a) Help us obtain witnesses, information and evidence about the accident and co-operate with us in any legal actions if we ask you
- b) Immediately send us everything received in writing concerning the claim, including legal documents.

**Unauthorized Settlements – Coverage "E":** You shall not, except at your cost, voluntarily make any payment, assume any obligations, or incur expenses, other than first-aid expenses necessary at the time of the accident.

**Action Against Us - Coverage "E":** You shall not bring suit against us until you have fully complied with all terms of this policy, nor until the amount of your obligation to pay has been finally determined, either by judgement against you, or by an agreement which has our consent.

**Action Against Us - Coverage "F" and "G":** You shall not sue us until you have fully complied with all terms of this policy, nor until 60 days after the required **Proof of Loss Form** has been filed with us.

**Insurance Under More Than One Policy:** If you have other insurance which applies to a loss or claim, or would have applied if this policy did not exist, 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.

#### OPTIONAL EXTENSIONS OF COVERAGE

The following are Optional Coverages under this policy. The Policy Declaration page shows which, if any, optional coverages you have purchased.

#### Residence Glass Deductible

The amount of the deductible shown in the Deductible Clause on the Policy Declarations, as it applies to Glass Breakage only, is reduced to the deductible amount indicated in the Policy Declarations in any one occurrence. All other conditions remain unchanged.

#### Earthquake Damage Assumption Endorsement (applicable to Coverage "A", "B", & "C"):

We will pay for direct loss to the property described in the Mobile Home and Personal Property coverage, caused by earthquake or volcanic eruption. If more than one earthquake shock occurs within a 168-hour period, they will be considered a single earthquake. We shall not pay for any loss caused by an earthquake shock occurring before this coverage is effective or after this policy has terminated.

We do not insure any loss caused directly or indirectly by flood or tidal wave, tsunamis, whether or not caused by, or resulting from, an earthquake. Direct loss that follows an earthquake and is caused by fire, explosion or theft is only insured under Section I of this policy.

We do not insure any loss caused by your neglect to use all reasonable means to save and preserve property during and after an earthquake.

#### **Earthquake Deductible**

The deductible percentage shown on the Policy Declarations is the percentage that will be applied to the amount of earthquake insurance if an earthquake loss occurs. It will be applied separately to Coverage "A" - Mobile Home, Coverage "B" - Detached Private Structures and Coverage "C" - Personal Property.

**Deductible Clause:** We are responsible only for the amount by which the loss or damage exceeds the deductible percentage as shown on the Policy Declarations. The amount of the deductible shall be that percentage applied to the total amount of earthquake insurance shown on the Policy Declarations.

#### **Personal Articles Endorsement - Coverage subject to the Deductible stated on the schedule**

We insure your personal articles listed under Optional Coverages on the Policy Declarations against all risk of direct physical loss or damage, subject to the terms and conditions of this endorsement.

The words "you" or "your" have the same meaning as in Section I of the policy.

We will pay the lesser of:

- a) Up to the amount shown for each item
- b) The cost, at the time of loss, of repairs or replacement (whichever is less), without deduction for depreciation.

#### **Loss or Damage Not Insured**

**We do not insure:**

- a) Any property illegally acquired, kept, stored or transported, or property seized or confiscated for breach of any law, or by order of any public authority
- b) Any property lawfully seized or confiscated, unless the property is destroyed to prevent the spread of fire
- c) Any musical instrument played for a fee, unless we have given our written permission

**We do not insure loss or damage caused by or resulting from:**

- d) Wear and tear, deterioration, defect or mechanical breakdown
- e) Birds, vermin, rodents or insects
- f) Domestic animals or pets
- g) Any nuclear incident, as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, nuclear explosion or contamination by radioactive material
- h) War, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power
- i) Any intentional or criminal act or failure to act by:
  - 1) any person insured by this policy; or
  - 2) any other person at the direction of any person insured by this policy
- j) Electrical currents, other than lightning, which damage electrical devices or appliances. If, however, a fire results, we will pay for the fire damage
- k) Breakage of sports equipment
- l) Breakage of tools.

The following endorsements apply if listed on the Policy Declarations:

#### **Breakage Coverage (Sports Equipment)**

Under "Loss or Damage not insured" of the Personal Articles Endorsement:

1. Item "k)" is hereby deleted in its entirety.

#### **Breakage Coverage (Tools)**

Under "Loss or Damage not insured" of the Personal Articles Endorsement:

2. Item "l)" is hereby deleted in its entirety.

#### **SPECIAL CONDITIONS**

##### **Stamp and Coin Collections**

Except with respect to any single article specifically itemized, we will pay for loss or damage to your collection in the proportion that the amount of insurance on your collection bears to its cash market value at the time of loss. We will not pay more than \$250 on any single article of your collection. A single article means any one stamp, coin or other individual article, or pair, strip, block, series, sheet, cover, frame, card or the like.

##### **Hearing Aid and/or Contact Lenses**

In case of loss or damage to the property covered, we will pay up to the limit stated in the Schedule but only for the cost of duplicating the original prescription, design or specifications. This insurance shall not cover the cost of re-examination or other professional services. Should it be impossible to duplicate the original prescription, design or specifications, adjustments will be made based on the stated value with proper allowance for depreciation.

##### **Newly Acquired Articles**

If you acquire any additional articles of the type for which an Amount of Insurance is shown, we will automatically insure these under this endorsement, provided you notify us within 30 days. We will not pay more than \$5,000 under this extension.

##### **Reinstatement**

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.

**All the Statutory and Additional Conditions of the policy also apply to this**

#### **endorsement**

##### **Fine Arts Endorsement**

We insure your fine arts, listed under Optional Coverages on the Policy Declarations, against all risk of direct physical loss or damage, subject to the terms and conditions of this endorsement.

The words "you" or "your" have the same meaning as in Section I of the policy.

We will pay the lesser of:

- a) Up to the amount shown for each item
- b) The cost, at the time of loss, of repairs or replacement (whichever is less), without deduction for depreciation.

**We insure the fine arts listed when shown as:**

##### **Location Cover**

1. At or in transit between the location(s) specified in the Policy Declarations
2. At any other location in Canada, or the Continental United States of America, except at national or international expositions, for not more than 10% of the total amount of insurance under this section.

**Or when shown as:**

##### **Floating Cover**

Within Canada or the Continental United States of America.

##### **Loss or damage not insured.**

**We do not insure:**

1. Any property illegally acquired or kept
2. Any property lawfully seized or confiscated, unless the property is destroyed to prevent the spread of fire
3. Unless indicated on the Policy Declarations, the breakage of fragile articles, unless caused by fire, earthquake, explosion, falling object striking the exterior of the building, flood, impact by aircraft or land vehicle, lightning, riot, smoke, vandalism or malicious acts, windstorm or hail, or by accident to land vehicle, watercraft or aircraft, or by theft or attempted theft.

**We do not insure loss or damage caused by or resulting from:**

4. Wear and tear, deterioration, defect or mechanical breakdown
5. Birds, vermin, rodents or insects
6. Domestic animals or pets
7. Any nuclear incident, as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, nuclear explosion, or contamination by radioactive material
8. War, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power
9. Any intentional or criminal act or failure to act by:
  - a) Any person insured by this policy; or
  - b) Any other person at the direction of any person insured by this policy
10. Any process or work being performed on your fine arts, where the damage results from such process or work.

#### **SPECIAL CONDITIONS**

##### **Newly Acquired Article**

If you acquire any additional fine arts, we will automatically insure these, provided you tell us within 30 days of acquisition. Under this extension, we will not pay more than 25% of the total amount of insurance provided by this endorsement.

##### **Packing Warranty**

The fine arts must be packed and unpacked by competent packers.

##### **Reinstatement**

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.

**All the Statutory and Additional Conditions of the policy also apply to this endorsement.**

##### **Watercraft, Outboard Motor, Boat Trailer and Miscellaneous Equipment Coverage Endorsement**

###### **Definitions**

The words "you", "your" and "we" have the same meaning as in Section I of this policy.

**Boat** means the pleasure craft shown on the Declaration Page including accessories and equipment permanently attached.

**Outboard Motor** means the outboard motor shown on the Declaration Page including its fuel tanks, battery and electric starting equipment.

**Trailer** means the trailer shown on the Declaration Page.

**Miscellaneous Accessories** mean the on-board accessories and equipment which are not permanently attached to the boat(s) we insure and pertain to its use and safety. This includes boat covers, anchors, life preservers, lines, fire extinguishers, seat cushions, flares, horns, flaps, batteries, boxes, battery chargers, pumps, sails and similar equipment. Miscellaneous accessories do not include water skis or other water related sports equipment.

###### **Insured Perils**

We insure the items described in the Policy Declarations or attached schedule against All Risks of direct physical loss or damage, subject to the following terms and conditions.

###### **LOSS OR DAMAGE NOT INSURED**

**We do not insure:**

1. Any property illegally acquired, kept, stored or transported or property seized or confiscated for breach of any law or by any order of any public authority

- Any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire
- Water skis or other water related sports equipment.

**We do not insure loss or damage to boat(s) and motor(s):**

- Used for compensation or hire
- Rented or leased to others for compensation. We will, however, cover an insured motor if you use it on a boat you do not own
- While operated in an official race or speed test; however, this does not apply to sailboats, their equipment or accessories.

**We do not insure loss or damage caused by or resulting from:**

- Wear and tear, deterioration, mechanical defects or breakdown, scratching, denting or freezing
- Vermin or insects
- The intentional or criminal acts of, or the failure to act by:
  - any persons insured by this policy, or
  - any other person at the direction of any person insured by this policy
- Electrical current, other than lightning, which damages electrical apparatus. If, however, a fire results, we will pay for the fire damage
- Any process or work being performed where the damage results from such process or work
- Any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material
- War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power.

**BASIS OF CLAIM SETTLEMENT**

**When Coverage Applies**

We will pay claims for loss or damage up to your financial interest in the property but not more than the applicable limit(s) of insurance for any loss or damage arising out of one occurrence.

**Deductible Clause**

A deductible of \$500 applies to each claim for loss or damage. We will pay only the amount by which the insured loss or damage exceeds the applicable deductible amount in any one occurrence.

**Replacement Cost**

We will pay the Replacement Cost of the loss or damage at the date of the occurrence up to the applicable limit of insurance for each item stated on the Declaration Page.

**We will pay the lesser of:**

- the cost to repair with materials of similar kind and quality, or
- the cost of new articles of similar kind, quality and usefulness without any deduction for depreciation up to the limit of insurance, or the applicable limit of insurance, but we will not pay more than the Actual Cash Value of the loss or damage
- if the property is not repaired or replaced
- if repair or replacement is not effected as soon as reasonably possible
- for property no longer in use for its originally intended purpose
- for antiques and items of a similar nature which, by their inherent nature, cannot be replaced with a comparable article.

**Actual Cash Value**

The Actual Cash Value is what the property is worth and takes into account such things as the cost of replacement less any depreciation and obsolescence. In determining depreciation, we will consider the condition of the property immediately before the damage occurred, the resale value and normal life expectancy.

**SPECIAL CONDITIONS**

**Newly Acquired Articles**

If you acquire any additional articles of the type for which a limit of insurance is shown, we will automatically insure these under this form provided you notify us within 30 days. We will not pay more than \$5,000.00 under this extension.

**Territorial Limits**

You are covered within the territorial limits of Canada and the Continental United States up to the limits of insurance shown on the Declaration Page.

**Other Insurance**

We shall not be liable for loss or damage if, at the time of loss, there is any other insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance and then only after all other insurance has been exhausted.

**Recovery**

There shall be no recovery for a total loss under this Rider unless the expense of recovering and repairing the property exceeds the amount of insurance thereon.

**All the Statutory and Additional Conditions of the policy also apply to this endorsement.**

**Personal Computer Endorsement**

We provide the insurance described in the Declaration Page or attached schedule for the period for which you have paid the premium and subject to the terms and conditions which follow. The Coverage Summary page summarizes the coverage and limits of insurance we have agreed to provide and the period for which they are provided.

Only the person(s) named on the Declaration Page may take legal action against us.

**DEFINITIONS OF TERMS**

The words "you", "your" and "we" have the same meaning as in Section I of this policy.

"Data" means information, including programs, recorded on electronic media usable in data processing operations.

"Media" means materials on which data is electronically recorded such as but not limited to magnetic tapes, diskettes, disk packs and cassettes.

"Equipment" means the central processing unit and ancillary equipment including, but not limited to, terminals, keyboards, printers, disk or tape drives, cassette tape recorders and word processing equipment.

**PROPERTY INSURED**

We insure electronic media and equipment up to the limits shown on the Policy Declaration. Coverage is provided for such property owned by you or for which you are legally responsible, including property leased or rented from others.

**We do not insure:**

- Property used primarily for business purposes
- Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or any other documents, including source documents and programming instructions or other such materials
- Property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire
- Property illegally acquired, kept, stored or transported or property seized or confiscated for breach of any law or by order of any public authority.

**Newly Acquired Property**

If you acquire any additional data, media or equipment, we will automatically insure these under this form for up to \$ 2,000.00, provided you notify us within 30 days of acquiring such new property.

**INSURED PERILS**

You are insured against All Risks of direct physical loss or damage subject to the exclusions and conditions which follow.

**LOSS OR DAMAGE NOT INSURED**

**We do not insure:**

- The cost of gathering or assembling information or data
- Wear and tear
- Loss or damage resulting from the intentional acts of, or the failure to act by:
  - Any person insured by this form, or
  - Any other person at the direction of any person insured by this form.

**We do not insure loss or damage caused by:**

- Mechanical breakdown, faulty workmanship or materials or error or omission in the design of the property insured unless fire or explosion ensues, and then only for loss, damage or expense caused by the ensuing fire or explosion
- Data processing media failure or breakdown or malfunction of the data processing system including equipment and components parts, unless fire or explosion ensues and then only for the loss, damage or expense caused by the ensuing fire or explosion
- Short circuit or blow out, other than caused by lightning, within the property covered unless fire or explosion ensues and then only for the loss, damage or expense caused by the ensuing fire or explosion
- Injury or erasure of electronically recorded data by a change, interruption, power surge or brownout of the electric power supply
- Injury or erasure of electronically recorded data resulting from an error in computer programming or instructions to the computer or improper storage or handling of media
- Actual work being done to the property unless fire or explosion ensues and then only for the loss, damage or expense caused by the ensuing fire or explosion
- Inherent vice, latent defect, deterioration, rust or corrosion, extremes of temperature, dryness or dampness of atmosphere or depreciation
- Vermin, insects or domesticated animals including birds
- Any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material
- War, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power.

**DEDUCTIBLE CLAUSE**

We pay only the amount by which the insured loss or damage exceeds \$100 in any one occurrence.

**BASIS OF CLAIM SETTLEMENT**

We will pay up to the limit of insurance shown for each item listed on the Coverage Summary page for any insured loss or damage.

**We will pay the lesser of:**

- The cost to repair the item with materials of similar kind and quality, or
- The cost to replace the item with another item of similar kind, quality and usefulness, or
- The applicable limit of insurance, provided:
  - The property, at the time of the loss, was usable for its original purpose, and
  - The loss or damage is repaired or replaced as soon as reasonably possible after it occurs.

Otherwise, we will pay the Actual Cash Value of the loss or damage at the date of the occurrence.

The Actual Cash Value is what the property is worth and takes into account such things as the cost of replacement less any depreciation and obsolescence. In determining depreciation, we will consider the condition of the property immediately before the damage occurred, the resale value and the normal life expectancy.  
**All the Statutory and Additional Conditions of the policy also apply to this endorsement.**

**Television - Satellite and Antenna**

**PROPERTY INSURED:** This form insures such television or radio sets and antennae (including satellite receivers) and attachments as are specifically described in the Schedule listed on the Declaration Page or attached schedule and for which an amount of insurance is shown. Each article described shall be separately insured.  
**TERRITORIAL LIMITS:** The Television/Radio Receiving Set described in Declaration Page is insured in all situations within the territorial limits of Canada.  
The Television/Radio Antenna and/or Satellite Receiver and its appurtenances described in the Declaration Page are insured only while at the location described.  
**PERILS INSURED:** This form insures against all risks of direct physical loss or damage, except as hereinafter provided.  
**DEDUCTIBLE CLAUSE:** The Insurer is liable only for the amount by which the loss or damage caused by any of the perils insured exceeds the amount of \$100.00 in any one occurrence.

**LOSS OR DAMAGE NOT INSURED:**

**This form does not insure:**

1. marring or scratching of any property unless caused by fire, explosion, theft of, or
2. accident to a land vehicle, watercraft or aircraft
3. any property illegally acquired or kept
4. any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire.

**This form does not insure loss or damage caused by or resulting from:**

5. wear and tear, deterioration, defect or mechanical breakdown, rust or corrosion, extremes of temperature and wet or dry rot or mould
6. electrical currents other than lightning unless fire or explosion follows and then only for the resulting damage
7. any process or work being performed on the scheduled articles where the damage results from such process or work
8. earthquake
9. flood, surface water, spray, waves, tides, tidal waves, ice or water-borne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached
10. rupture or bursting, backing up or escape of water from a sewer or drain, sump, septic tank, eaves trough or downspout unless the loss or damage resulted from the escape of water from a public watermain, swimming pool, or equipment attached
11. seepage or leakage of water below the surface of the ground including through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other opening, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached
12. your intentional or criminal acts
13. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power
14. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material.

**SPECIAL CONDITIONS**

**Installation Warranty:**

It is warranted by the Insured that the property insured has been installed and erected by a person qualified to do such work in accordance with any by-law or manufacturers' instructions.

**Reinstatement:**

Any loss hereunder shall not reduce the amount of insurance provided by this form. Any change in the description of property insured, required due to the replacement of any articles on which loss payment has been made, shall be reported to the Insurer within 30 days of acquisition.

**All the Statutory and Additional Conditions of the policy also apply to this endorsement.**

**Voluntary Compensation for Residence Employees Endorsement**

**Definitions**

Words used in this endorsement have the same meaning as the definitions in Section II of the policy.

**"Employee"** means your residence employee and any person claiming or acting on the employee's behalf.

**"Weekly indemnity"** means two-thirds of your employee's weekly wage at the date of the accident but we will not pay more than \$100 per week.

If indicated on the Coverage Summary page, we offer to pay the benefits described below if your employee is injured or dies accidentally while working for you, although you are not legally liable.

If your employee does not accept these benefits or sues you, we may withdraw our offer, but this will not affect your legal liability insurance.

An employee who accepts these benefits must sign a release giving up any right to sue you. We have the right to recover from anyone, other than you, who is

responsible for the employee's injury or death. An injured employee will, if requested:

1. Submit to physical examination at our expense by doctors we select as often as we may reasonably require
2. Authorize us to obtain medical and other records.

In case of death, we can require an autopsy before we make payment. We will not pay benefits:

1. Unless your employee was actually performing duties for you when the accident happened
2. For any hernia injury
3. For injury or death caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power.

**SCHEDULE OF BENEFITS**

**Loss of Life**

If your employee dies from injuries received in the accident within the following 26 weeks, we will pay:

1. To those wholly dependent upon him, a total of one hundred times the weekly indemnity in addition to any benefit for Temporary Total Disability paid up to the date of death
2. Actual funeral expenses up to \$500.

**Temporary Total Disability**

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

**Permanent Total Disability**

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

**Injury Benefits**

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

**No. Of Weeks**

1.	Arm		100
		a) at or above elbow; or	100
		b) below elbow; or	80
2.	Hand at wrist	Or	80
3.*	(i) Thumb	a) at or above the second phalange joint; or	25
		b) below the second phalange joint, involving a portion of the second phalange	18
	(ii) Index Finger	a) at or above the second phalange joint; or	25
		b) at or above the third phalange joint; or	18
		c) below the third phalange joint, involving a portion of the third phalange	12
	(iii) Any other finger	a) at or above the second phalange joint; or	15
		b) at or above the third phalange joint; or	8
		c) below the third phalange joint, involving a portion of the third phalange	5
4.	Leg	a) at or above knee; or	100
		b) below knee; or	75
5.	Foot or ankle	Or	75
6.**	(i) Great Toe	a) at or above the second phalange joint; or	15
		b) below the second phalange joint, involving a portion of the second phalange	8
7.	(i) One eye	Or	50
	(ii) Both eyes		100
8.	(i) Hearing of one ear	Or	25
	(ii) Hearing of both ears		100

**Note** For a combination of two or more of the items marked \*, we will pay not more than 80 times the weekly indemnity. For a combination of two or more items marked \*\*, we will not pay more than 35 times the weekly indemnity.

**Medical Expenses**

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



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

We do not insure you for costs recoverable from other insurance plans.

All other terms and conditions of the policy to which this endorsement applies remain unchanged.

#### Special Conditions

With respect to Section II - Liability Coverage, including Voluntary Compensation for Residence Employees Endorsement when added, Statutory Conditions 1, 3, 4, 5 and 15 only apply. Otherwise, all of the Conditions set forth under the titles Statutory Conditions and Additional Conditions apply with respect to all of the perils insured by this policy except as these Conditions may be modified or supplemented by the Forms, Riders or Endorsements included herein or attached.

#### EXCLUSION ENDORSEMENTS:

##### DRUG CULTIVATION EXCLUSION

There shall be no liability under this Policy for loss or damage resulting from any activity relating to either the growing, cultivation, harvesting, manufacture, distribution, or sale of any drug, including but not limited to cannabis, or any non-prescription controlled substance or substances, whether or not you are aware of such activity.

##### FUNGI AND FUNGAL DERIVATIVES EXCLUSION

This policy shall not insure:

- (a) loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores" unless such "fungi" or "spores" are directly caused by or directly result from a peril otherwise insured and not otherwise excluded by this policy.
- (b) the cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

#### 2. The following are added to the DEFINITIONS:

- (a) "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.
- (b) "Spores" includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "Fungi".

#### TERRORISM EXCLUSION - PROPERTY

Notwithstanding any provision to the contrary within this policy or any endorsement attached thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism, regardless of any other cause or event contributing concurrently, or in any other sequence to the loss.

For the purpose of this endorsement, an act of terrorism is 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.

In the event that any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### TERRORISM EXCLUSION – LIABILITY

Notwithstanding any provision to the contrary within this agreement or any amendment thereto, it is agreed that this agreement excludes any loss, damage, cost or expense of whatsoever nature arising directly or indirectly, in whole or in part, out of "Terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes or in any other sequence to the loss, damage, cost or expense.

"Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of force or violence 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 any section of the public.

#### DATA EXCLUSION (PROPERTY)

The Misinterpretation of Date Exclusion that form part of the property section of this policy is replaced by the following:

#### DATA EXCLUSION

1. This form does not insure "Data".
2. This form does not insure loss or damage caused directly or indirectly by "Data Problem". However, if loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to property insured that is directly caused by fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, smoke, leakage from fire protective equipment, windstorm or hail, all as described in the Named Perils section of the policy, this exclusion shall not apply to such resulting loss or damage.

The following exclusion contained in the policy is deleted:

Disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning.

#### DEFINITION OF DATA

"Data" means representations of information or concepts in any form.

"Data Problem" means:

- erasure, destruction, corruption, misappropriation, misinterpretation of "Data";
- error in creating, amending, entering, deleting or using "Data"; or
- inability to receive, transmit or use "Data".

#### DEFINITION OF INDEMNITY PERIOD (with respect to Business Interruption Coverage if applicable)

"Indemnity Period" means the period beginning with the occurrence of the "Damage" and ending not later than 12 consecutive calendar months (or such other period if so specified on the "Declarations Page" as the maximum indemnity period) thereafter during which the results of the "Business" shall be affected in consequence of the "Damage". However, if media for, or programming records pertaining to, electronic data processing or electronically controlled equipment including "Data" thereon be lost or damaged by a peril insured against then the "Indemnity period" in respect thereof shall not extend beyond:

- 1) 30 consecutive days after the occurrence of such "Damage"; or
- 2) the date upon which liability ceases under this Form for loss arising from other property lost or damaged by the same occurrence.

Whichever shall be later.

#### SPECIAL BASIS OF SETTLEMENT – RECORDS CLAUSE

The Records Clause under the Special Basis of Settlement Clause on the policy is replaced by the following:

**RECORDS:** The liability of the Insurer for loss or damage to:

1. Books of accounts, drawings, card index systems and other records, other than as Described in 2. Below, shall not exceed the cost of blank books, blank pages or other materials, plus the cost of labour for actually transcribing or copying said records;

2. Media, data storage devices, and programme devices for electronic and electro-mechanical data processing or for electronically controlled equipment, notwithstanding that "Data" is not insured, shall not exceed the cost of reproducing such media, data storage devices, and programme devices from duplicates or from originals of the previous generation of media, but no liability is assumed hereunder for the cost of gathering or assembling information or "Data" for such reproduction.

Whichever of the above is applicable shall be the basis to be adopted for the purpose of applying Co-Insurance.

#### PREMISES ENDORSEMENT (If indicated on the Policy Declaration)

Policy coverage subject to unit being permanently sited and the Insured's Principal and Permanent Residence.

All coverage shall be VOID if the unit is moved from the noted location.

**STATUTORY CONDITIONS**  
(required by law)

1. **MISREPRESENTATION**  
If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.
  2. **PROPERTY OF OTHERS**  
The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless
    - (1) otherwise specifically stated in the contract, or
    - (2) the interest of the Insured in that property is stated in the contract.
  3. **CHANGE OF INTEREST**  
The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law, or by death.
  4. **MATERIAL CHANGE IN RISK**
    - (1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is
      - (a) material to the risk, and
      - (b) within the control and knowledge of the Insured.
    - (2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
    - (3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may
      - (a) terminate the contract in accordance with Statutory Condition 5, or
      - (b) notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
    - (4) If the Insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.
  5. **TERMINATION OF INSURANCE**
    - (1) This contract may be terminated,
      - (a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered, or by the Insured at any time on request.
      - (b) If the contract is terminated by the Insurer,
        - (a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
        - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
    - (3) If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
    - (4) The fifteen day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.
  6. **REQUIREMENTS AFTER LOSS**
    - (1) On the happening of any loss of or damage to insured property, the Insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Conditions 9, 10 and 11,
      - (a) immediately give notice in writing to the Insurer,
      - (b) deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
        - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
        - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
        - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
        - (iv) stating the amount of other insurances and the names of other Insurers,
        - (v) stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
        - (vi) stating any changes in title, use, occupation, location, possession or exposures of the property since the contract was issued, and
  - (c) if required by the Insurer, give a complete inventory of undamaged property, showing in detail quantities and cost of that property, and
  - (d) if required by the Insurer and if practicable,
    - (i) produce books of account and inventory lists,
    - (ii) furnish invoices and other vouchers verified by statutory declaration, and
    - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraphs (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.
7. **FRAUD**  
Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.
8. **WHO MAY GIVE NOTICE AND PROOF**  
Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
  - (1) by the agent of the Insured, if
    - (a) the Insured is absent or unable to give the notice or make the proof, and
    - (b) the absence or inability is satisfactorily accounted for, or
  - (2) by a person to whom any part of the insurance money is payable, if the Insured refuses to do so or in the circumstances described in clause (1) of this condition.
9. **SALVAGE**
  - (1) In the event of loss or damage to insured property, the Insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
  - (2) The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under subparagraph (1) of this condition.
10. **ENTRY, CONTROL, ABANDONMENT**  
After loss or damage to insured property, the Insurer has
  - (1) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
  - (2) after the Insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
    - (a) without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property, and
    - (b) without the Insurer's consent, there can be no abandonment to it of the insured property.
11. **IN CASE OF DISAGREEMENT**
  - (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the Insured's right to recover under the contract is disputed, and independently of all other questions.
  - (2) There is no right to a dispute resolution process under this condition until
    - (a) a specific demand is made for it in writing, and
    - (b) the proof of loss has been delivered to the Insurer.
12. **WHEN LOSS PAYABLE**  
Unless the contract provides for a shorter period, the loss is payable within sixty days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.
13. **REPAIR OR REPLACEMENT**
  - (1) Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild, or replace the insured property lost or damaged, on giving written notice of its intention to do so within thirty days after receiving the proof of loss.
  - (2) If the Insurer gives notice under subparagraph (1) of this condition, the Insurer must begin to repair, rebuild, or replace the property within forty-five days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.
14. **NOTICE**
  - (1) Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.
  - (2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

**ADDITIONAL CONDITIONS**

- I. **Notice to Authorities.** Where loss is claimed to be due to theft or attempt thereof, burglary, robbery, malicious acts, or is expected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.
  - II. **No Benefit to Bailee.** It is warranted by the Insured that this insurance shall in no wise enure directly or indirectly to the benefit of any carrier or other bailee.
  - III. **Pair and Set.** In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a 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 the set.
  - IV. **Parts.** 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.
  - V. **Sue and Labour.** It is the duty of the Insured, in the event that any property insured hereunder is lost, to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.
  - VI. **Basis of Settlement.** Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
  - VII. **Subrogation.** The Insurer, upon making any payment or assuming liability therefor under this policy, shall be subrogated to all rights of recovery of the Insured against any person and may bring action in the name of the Insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.
- If you are a condominium unit owner, we agree to waive our rights to any claim against the Condominium Corporation, its Directors, Property Managers, agents and employees, except for arson, fraud and vehicle impact.
- We shall not consider independent contractors as being agents or employees of the Condominium Corporation, its Directors, Property Managers or of the Unit Owners.
- Your right to recover from us is not affected by any release from liability entered into by you prior to loss.
- Liberalization Clause.** If, after the issuance of this Policy and before its expiration, there be adopted and published for use in this Province by the Company any forms, endorsements or rules by which the insurance provided by this Policy could be extended or broadened without additional premium charge, either by endorsement or substitution of form, then, as to loss occurring after the effective date of such adoption and publication, such extended or broadened insurance shall inure to the benefit of the Insured hereunder as though such endorsement or substitution of form had been made.

This policy is subject to the terms and conditions set forth herein together with such other terms and conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived in whole or in part by the Insurer unless the waiver is clearly expressed in writing, signed by a person authorized for that purpose by the Insurer.

IN WITNESS WHEREOF, the Insurer has duly executed this Policy; provided, however, that this Policy shall not be valid or binding unless countersigned by an authorized representative of the Insurer.

**MOBILE HOME BASIC FORM  
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