

**CONDOMINIUM UNIT OWNERS POLICY
COMPREHENSIVE FORM**

INSURING AGREEMENT

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

IMPORTANT

This insurance policy contains various conditions, exclusions and limitations which restrict coverage. Some of them may be amended by endorsement.

Please read your insurance policy carefully.

A GUIDE TO YOUR INSURANCE POLICY

Section I – Property Damage Coverages

This section describes the insurance on your personal property and any improvements and betterments to your **unit** and to your **common portion for exclusive use**. It also insures any additional living expense or fair rental value loss incurred by you if an insured **occurrence** makes your dwelling unfit for occupancy.

Section II – Civil Liability Coverages

This section applies to your legal liability for unintentional bodily injury to others or damage to their property arising out of your premises or your personal actions.

It includes voluntary medical and funeral payments to others and voluntary payments to others for damage to their property.

It also provides benefits to residence employees if they are injured while working for you.

Useful Information

The insurance policy should be read as a whole. Consequently, clauses should be interpreted as they relate to each other and considering the entire insurance policy.

For a proper understanding of this insurance policy, the

Coverage Summary page, the *endorsements* and the *General Conditions* must be considered in addition to this form.

Obligation to Inform Insurer

Both before the insurance policy is in effect and during the term of this policy, you must report to us any and all information that may influence our risk assessment. Such information must also be reported upon renewal of the insurance policy.

The obligation to inform the insurer is detailed in the *Declarations* section of the *General Conditions*, which deals with, among other aspects, material change of risk and the consequences of misrepresentation.

If you are unsure if you must report specific information, we recommend you contact us. Among other information, the following must be reported:

- Any criminal conviction of an insured;
- Any change in the occupancy or use of your dwelling;
- When you rent your dwelling, in whole or in part, for a period of more than 30 days per calendar year, whether consecutive or not;
- Any business or commercial activity on the premises;
- Any major renovation to your dwelling;
- When your dwelling becomes vacant.

DEFINITIONS

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

Although animals are not property, they will be considered as such for the application of the present insurance policy.

Words and expressions in bold are defined in this section. Note that the endorsements may include their own definitions.

The following definitions apply to the entire insurance policy. However, if a definition applies only to either *Section I – Property Damage Coverages* or *Section II – Civil Liability Coverages*, it will be so stated.

Additional living expense means any necessary increase in living expenses, including moving expenses, incurred by the **Insured** to maintain his or her regular standard of living.

Bodily injury means bodily injury, sickness or resulting death.

Business means any continuous or regular pursuit undertaken for **remuneration** including a trade, profession or occupation.

Cash card or **plastic money** means a card or other medium storing electronic cash and used as a method of payment, which at the time of the purchase transaction does not require any personal identification number (PIN), signature or authorization.

Civil authority means an authority as defined under the *Civil Protection Act* or any other act or regulation.

Common portion means those common portions as described in the Declaration of co-ownership, but not **common portion for exclusive use**.

Common portion for exclusive use means those common portions that are reserved for your exclusive use, as described

in the Declaration of co-ownership.

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

Data means information (including facts, concepts or execute statements) electronically represented in any form whatsoever.

Data problem means:

- (a) Erasure, destruction, corruption, misappropriation or misinterpretation of **data**.
- (b) Error in creating, amending, entering, deleting or using **data**.
- (c) Inability to receive, transmit or use **data**.

Detached private structure means a permanent structure or building on the **premises or common portions** separated from the dwelling building by a clear space or only connected to the dwelling building by a fence, utility line or similar connection. Such structures or buildings must not be used for residence purposes, either in whole or in part.

Domestic water container or appliance includes, but is not limited to, fish tanks, water beds, heating, air conditioning or fire extinguishing systems, swimming pools, spas, saunas, fountains and other basins.

Drawn machinery means a trailer without a load space that is used to carry only equipment or machinery which is permanently installed upon it.

Electric bicycles means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

Fair rental value means the amount of rent you would have received, less any expenses that do not continue because of the **occurrence**.

Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or **spores** or resultant mycotoxins, allergens, or pathogens.

Garden-type tractors means a tractor of not more than 30hp used for cutting lawns, tilling gardens and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

Insured means the person(s) named as insured on the *Coverage Summary* page, and

- (a) While living with the Insured in the same household:
 - his or her **spouse**;
 - the relatives of either;
 - any person under 18 years of age in their care; and
 - any person 18 years of age or over under their legal custody, if named on the *Coverage Summary* page.
- (b) A **student** who is dependent on the Insured or his or her **spouse**, provided that the dwelling described on the *Coverage Summary* page serves as the named Insured's primary residence.
- (c) Applicable to *Section II – Civil Liability Coverages* only:
 - Any person having authorized use of or custody of an animal not excluded under this insurance policy and owned by the Insured (but not in the course of any **business**);

- A **residence employee** while performing duties for you;
- If the Insured dies while this policy is in force:
 - his or her legal representative, but only with respect to legal liability arising out of ownership, maintenance or use of the **premises** and while he or she has custody thereof;
 - any person who was insured under this policy before the **Insured's** death and who continues to reside on the **premises**.

Occurrence means:

- (a) Applicable to *Section I – Property Damage Coverages* only:

An event causing loss or damage; all loss or damage having the same origin will be considered as one occurrence.
- (b) Applicable to *Section II – Civil Liability Coverages* only:

An event causing loss, injury or damage; all loss, injury or damage having the same origin will be considered as one occurrence, regardless of the number of claimants.

Plumbing system means water supply, distribution and drainage piping located within the lot lines of the condominium property, including appliances and equipment attached thereto.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including fuel oil, vapour, soot, chemicals, pesticides, herbicides, waste and smoke from agricultural smudging or industrial operations.

Waste also includes materials that are to be recycled, recovered and reused.

Premises means:

- (a) The **unit** described on the *Coverage Summary* page as well as your **common portion for exclusive use**.
- (b) Premises used as a residence by **students** insured under this insurance policy.
- (c) Applicable to *Section II – Civil Liability Coverages* only:
 - Secondary residences and other dwellings, provided they are specifically described on the *Coverage Summary* page.
 - Premises where you are residing temporarily or which you are using temporarily, provided that:
 - you do not own such premises; and
 - you are neither the tenant nor user of the premises under the terms of an agreement for more than 180 consecutive days.
 - Subject to the coverage period, premises located within the lot lines of your newly acquired principal residence, provided that:
 - such premises are not covered by another insurance policy; and
 - such newly acquired principal residence is located in Canada.The coverage period is for 30 consecutive days:
 - It commences when you acquire ownership of, rent or occupy the premises, whichever occurs first.
 - It ends upon expiration of the 30-day period or upon termination of this insurance policy, whichever occurs first.
 - Individual or family cemetery plots or burial vaults located in Canada and for which you are responsible.
 - Vacant land in Canada you own or rent, excluding farm land.
 - Land in Canada where an independent contractor is

building a one-unit or two-unit dwelling to be occupied by you.

Property damage means damage to or destruction of property.

Remuneration means payment, in cash or in kind, made to a person for work done or services rendered.

Residence employee means a person who performs duties for you in connection with the maintenance or use of the **premises**, including personal services. This does not include persons performing duties in connection with your **business** or under an independent contractor agreement or service agreement.

Retention tank or holding pond means a tank in which surface, ground or storm water runoff is held temporarily before being released gradually into the drainage system.

Spores includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any **fungi**.

Spouse means:

- (a) A person who is married to or has entered into a civil union with another person and is living with that person.
- (b) A person who is not married but has lived in a marital relationship in the same household for at least one year with another person who is publicly presented as his or her spouse. Such person will be considered to be a spouse in the following cases:
 - A child has been born or is to be born of their union;
 - They have adopted a child together;
 - One of them has adopted a child of the other.

Student means a person who is enrolled in and actually attends a school, college or university on a full-time basis.

Syndicate means the legal entity that represents the condominium unit owners.

Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of

influencing any government and/or instilling fear in the public or a section of the public.

Transportation accident means collision or upset of a vehicle or a trailer, derailment of a train, crashing of a plane or stranding or sinking of a boat or **watercraft**.

Under Construction means

1. For construction of a new dwelling building or detached private structure:

The period of time commencing from the date site preparation is initiated and continuing through, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is completed and ready for occupancy.

2. For alterations or repairs to existing dwelling buildings or detached private structures:

The period of time during any alterations or repairs involving site preparation, demolition, laying of foundations, removal or weakening of any structural support or the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of construction commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

If the premises is unoccupied during the period of construction, the dwelling building or detached private structure is considered "**Under Construction**" until the occupants have taken up residency, regardless if the alterations or repairs have been completed.

Unit means the private portion that is your exclusive property, as described in the Declaration of co-ownership.

Vacant refers to circumstances where, regardless of the presence of furnishings, all occupants have moved out with no intention of returning to reside in the dwelling building. A newly constructed dwelling is vacant after it is completed and before the occupants move in.

Watercraft means, in addition to the usual definition, pedal boats, rafts and sailboards.

SECTION I PROPERTY DAMAGE COVERAGES

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

Amounts of Insurance

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

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

Coverage A – Dwelling and Improvements and Betterments

We insure:

- 1) Improvements and betterments to your **unit** and your **common portion for exclusive use**.
- 2) If they are considered to be improvements and betterments according to the description of a standard unit

established by your **syndicate** in compliance with the law, we will also cover:

- (a) Temporary or permanent outdoor installations, whether assembled or not, located on the **premises** or **common portions**.

Such installations include **detached private structures** and car shelters.

- (b) Building fixtures and fittings removed from the **premises** and **common portions** for repair or seasonal storage.

The amount of insurance for such fixtures and fittings is equal to 10% of the amount of insurance written on the *Coverage Summary* page for Coverage A – *Dwelling and Improvements and Betterments*.

- (c) Docks located on dry land of the **premises** or **common portions**. We also insure docks located:

- along the shore of the condominium property;
- on dry land of adjacent site of the condominium property.

- 3) Materials and supplies intended for use in construction,

alteration or repair of improvements or betterments that have been made to your **unit** or **common portion for exclusive use** and that are:

- on the **premises**;
- in the common **portions**;
- on areas adjacent to the condominium property;
- being transported.

Limitation of Amount Payable for Certain Property

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

Coverage C – Personal Property (Contents)

1) PROPERTY LOCATED ON THE PREMISES

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

- (a) Personal property that is usual to a dwelling and that you own or use, including the following motorized vehicles:
 - Lawn mowers, snow blowers and **garden-type tractors** with a maximum power output of 22 kW (30 HP);
 - Boats or **watercraft**;
 - Wheelchairs, three-wheeled scooters and four-wheeled scooters, with one seat, specifically designed for the carriage of a person who has a physical disability and used as such;
 - Golf remote-control caddies;
 - Scooters and **electric bicycles** with a maximum speed of 32 km/h;
 - Electric vehicles for children with a maximum speed of 10 km/h.
- (b) **Drawn machinery** and trailers designed solely to transport a boat or **watercraft** and used as such.
- (c) Personal property that is usual to a dwelling, owned by a **student** insured under this insurance policy and located at the **student's** residence.
The amount of insurance for such personal property is equal to 10% of the amount of insurance written on the *Coverage Summary* page for *Coverage C – Personal Property (Contents)* or \$10,000, whichever is the greater.
- (d) If you wish, and provided that it is not covered by any other insurance, personal property that is usual to a dwelling and that belongs to others, while such property is in your possession and located in a portion of the premises which you occupy.
- (e) The personal property of your father and/or mother or your spouse's father and/or mother who are living in a nursing home or a home for the aged, but who are in your legal custody, for an amount not exceeding \$10,000.

2) PROPERTY TEMPORARILY AWAY FROM THE PREMISES

When the following are temporarily away from the **premises** and **common portions**, we insure:

- (a) Personal property that is usual to a dwelling and that you own or use, including the following motorized vehicles:
 - Lawn mowers, snow blowers and **garden-type tractors** with a maximum power output of 22

kW (30 HP);

- Boats or **watercraft**;
 - Wheelchairs, three-wheeled scooters and four-wheeled scooters, with one seat, specifically designed for the carriage of a person who has a physical disability and used as such;
 - Golf remote-control caddies;
 - Scooters and **electric bicycles** with a maximum speed of 32 km/h;
 - Electric vehicles for children with a maximum speed of 10 km/h.
- (b) **Drawn machinery** and trailers designed solely to transport a boat or **watercraft** and used as such.
 - (c) Personal property that is usual to a dwelling, owned by a **student** insured under this insurance policy and not located at the **student's** residence.
The amount of insurance for such personal property is equal to 10% of the amount of insurance written on the *Coverage Summary* page for *Coverage C – Personal Property (Contents)* or \$10,000, whichever is the greater.
 - (d) If you wish, and provided that it is not covered by any other insurance and that it is usual to a dwelling:
 - personal property belonging to others and in your possession;
 - personal property belonging to your **residence employees** travelling for you.
 - (e) The personal property of your father and/or mother or your spouse's father and/or mother who are living in a nursing home or a home for the aged, but who are in your legal custody, for an amount not exceeding \$10,000.

Limitation of Amount Payable for Certain Personal Property

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

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

- 1) \$500 for bullion, bank notes and money, including **cash cards, plastic money** and gift certificates.
- 2) \$5,000 for securities.
- 3) \$5,000 for boats or **watercraft**, whether assembled or not, including their furnishings, equipment, accessories, motors and trailers.
- 4) \$5,000 for **computer software**.
- 5) \$2,500 for animals.
- 6) \$2,000 for goods or samples intended for sale but not pertaining to a **business**.
- 7) \$10,000 for lawn mowers, **garden-type tractors**, snow blowers and **drawn machinery**, including their equipment and accessories.
- 8) 10% of Coverage C or \$10,000, whichever is the greater, for wine and spirits, on the premises and 1% of Coverage C out of the premises.

- 9) \$2,500 for collectible cards.
Collectible cards include, but are not limited to, sports or entertainment personality cards.
 - 10) \$3,000 for each pedal or **electric bicycle**, including its equipment and accessories, whether or not attached to a bicycle.
- (B) In the event of theft, loss or mysterious disappearance, for all property items belonging to a category listed in 1) to 6) below, we will pay a maximum amount of:
- 1) \$2,500 for manuscripts and numismatic and philatelic property.
 - 2) \$5,000 for jewellery, precious or semi-precious stones, pearls and watches.
 - 3) \$5,000 for fur garments, garments trimmed with fur and all other fur items.
 - 4) \$6,000 for collections not subject to any other limitation.
 - 5) \$15,000 for silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware not subject to any other limitation.
 - 6) 20,000 for works of art not subject to any other limitation. Works of art include, but are not limited to:
 - paintings, pictures, drawings, etchings, engravings, prints and lithographs, including their frames;
 - sculptures, statuettes and assemblages;
 - hand-made rugs and tapestries.

Coverage D – Additional Living Expense and Fair Rental Value

The amount of insurance written on the *Coverage Summary* page for Coverage D is the maximum that we will pay per **occurrence** for all of coverage 1) and 2) below. The benefit periods, as indicated below, will not be interrupted by the expiration of your insurance policy. We insure:

- 1) **Additional living expense:**
 - (a) When your dwelling is made unfit for occupancy as a result of loss or damage caused to your insured property by an insured **occurrence** under this insurance policy. Payment will be made solely for the reasonable time required to repair or rebuild the dwelling building or, if you permanently relocate, the reasonable time required for you to permanently settle into a new dwelling.
 - (b) When a **civil authority** prohibits access to your dwelling or orders your dwelling to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril under this insurance policy. Payment will be made for a period not exceeding 14 days per event. The common exclusion *Loss or Damage Caused by a Pollutant* does not apply to the coverage outlined in paragraph (b).
- 2) **Loss of fair rental value:**
 - (a) When all or part of your dwelling or your **detached**

private structures rented to others or held for rental by you are made unfit for occupancy as a result of loss or damage caused to your insured property by an insured **occurrence** under this insurance policy. Payment will be made solely for the reasonable time required to repair or rebuild the damaged building.

- (b) When a **civil authority** prohibits access to your dwelling or orders your dwelling to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril under this insurance policy. Payment will be made for a period not exceeding 14 days per event. The common exclusion *Loss or Damage Caused by a Pollutant* does not apply to the coverage outlined in paragraph (b).

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

Extensions of Coverage

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

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

- 1) **Debris Removal**
When insured property is damaged by an insured peril under this insurance policy, we will pay necessary expenses incurred to:
 - (a) Remove from the **premises** and **common portions** the debris of such property. However, when the damaged property is plants, the limitation applicable to debris removal expenses set out in *Extensions of Coverage – Outdoor Growing Plants* replaces this paragraph.
 - (b) Remove from the **premises** and **common portions** the debris cluttering such property so that the property can be repaired or demolished.
 - (c) Clear access on the **premises** to such property so that the property can be repaired or demolished. However, WE WILL NOT PAY expenses to remove from the **premises** objects obstructing access.
- 2) **Fire Department Charges**
We will pay the charges that are levied against you when a fire department of a municipality, other than the one where the dwelling building is located, is called to respond on the **premises** or **common portions** owing to an insured **occurrence** under this insurance policy. This amount is payable in addition to the amounts of insurance written on the *Coverage Summary* page for Coverage A, C and D.
- 3) **Lock Replacement, Rekeying or Repair**
We will pay for the replacement, rekeying or repair, whichever is the least expensive, of locks on your **unit** if your keys are stolen. We will pay a maximum amount of \$1,000. If your exterior door keys are lost, we will pay 50% of the cost, up to \$500, for the replacement, rekeying or repair, whichever is the least. You must notify us within 72 hours of the discovery of the keys being lost. The deductible does not apply to this coverage.
- 4) **Moving and Storage Expenses**
We will pay necessary expenses incurred to move and store your contents, only if they must be removed so that

repairs can be made to the dwelling building damaged by an insured **occurrence** under this insurance policy. However, the benefit will not exceed 50% of the amount of insurance under *Coverage C – Personal Property (Contents)* written on the *Coverage Summary* page. This amount is payable in addition to the amount of insurance under *Coverage C – Personal Property (Contents)* written on the *Coverage Summary* page.

5) Tear Out and Repair

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

6) Business Property

We cover insured personal property pertaining to a **business**, up to \$5,000 on the premises and up to \$2,500 outside the premises. Personal property pertaining to a **business** includes, but is not limited to:

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

This coverage applies subject to the following conditions:

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

7) Credit or Debit Cards and Forgery

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

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

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

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

8) Food in a Freezer or Refrigerator

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

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

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

the appliance, whether accidental or not.

9) Outdoor Growing Plants

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

- Fire;
- Lightning;
- Explosion;
- Impact with a vehicle or aircraft;
- Riot;
- Vandalism;
- Theft or attempted theft.

We will pay a maximum amount of \$1,000 per tree, shrub or plant. This amount includes expenses to remove from the **premises** and **common portions** debris from the damaged plants.

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

10) Property Located Away From the Premises

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

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

- (a) Paragraph (3) of the *Property Excluded* section (which relates to property usually located elsewhere than the dwelling described on the *Coverage Summary* page); or
- (b) Paragraph (a) of the *Theft or Attempted Theft* exclusion under the *Common Exclusions* section (which relates to theft occurring in any location you own or rent).

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

11) Property Removed From the Premises as a Precaution

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

This coverage applies subject to the following conditions:

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

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

12) Property When Moving to Another Home

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

This coverage applies subject to the following conditions:

- (a) The property is not covered by any other insurance policy.
- (b) The property is insured solely against the perils covered by this insurance policy.
- (c) The coverage period is for 30 consecutive days. It commences when the first item of personal property leaves your principal residence.

It ends upon expiration of the 30-day period or upon

termination of this insurance policy, whichever occurs first.

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

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

13) Change of Temperature

We insure loss or damage caused directly by a change of temperature to insured personal property located in your dwelling.
This coverage applies only if the change of temperature results from damage caused to the dwelling building or its equipment by an insured peril under this insurance policy.

14) Loss of Computer Data

We insure loss of computer **data** caused directly by an insured peril under this insurance policy.
This coverage applies solely to computer **data** for which a licence or fees have been paid, including music files and digital books, but does not apply to computer **data** pertaining to a **business**.
We will pay a maximum amount of \$3,000.

15) Loss Assessment

We will pay any loss assessment imposed in accordance with the law for the contribution to common expenses arising from loss or damage caused by a peril insured under this policy to property in which the **syndicate** has an insurable interest.

This coverage applies only:

- a) if the **syndicate** has inadequate insurance. In this case, we will cover 100% of this loss assessment, less the portion relative to the **syndicate's** deductible.
- OR
- b) If the **syndicate** has no insurance. In this case,

we will cover 90% of this loss assessment.

We will pay up to the amount of insurance indicated on the Coverage Summary page for this extension of coverage in addition to the amounts paid for Coverage A, C, D.

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

16) Safety Deposit Box

Insured property while in a safety deposit box in a financial institution for an amount not exceeding \$10,000.

17) Mortgage Rate Protector

You may use this no deductible feature after a total loss to your dwelling. A total loss is one equal to at least the amount specified on the Coverage Summary page. It must also be a loss for which you are covered.

Your bank or lending institution may have the right to "call in" your mortgage after a loss. If a new mortgage at a higher, competitive rate of interest is obtained, we will pay, in addition to the policy limits, the difference between the old and new rates on the balance of your outstanding mortgage.

We will pay each month. We will only pay for the duration period of your old mortgage until its expiry. We will cease to pay if title or interest in your premises is relinquished.

We will also pay for fees charged by a notary to obtain the new mortgage. We will not pay for other costs such as judgments or service charges.

18) Reward

We will pay a maximum of \$1,000 to any individual(s) or organizations (excluding law enforcement officers or agencies) for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or, steals, vandalizes, burglarizes or commits arson to any covered property insured by this policy. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total.

INSURED PERILS

You are insured against all risks of direct loss or damage to insured property. However, all exclusions and limitations

contained in this insurance policy apply.

PROPERTY EXCLUDED

WE DO NOT INSURE:

- 1) Any property illegally acquired or kept.
- 2) Any property lawfully seized or confiscated.
- 3) Personal property normally kept at any location other than the dwelling described on the *Coverage Summary* page. However, refer to *Extensions of Coverage – Property Located Away From the Premises*.
- 4) Property, or a part thereof, that caused the **occurrence**, including but not limited to cases where the damage results from the breakdown, inherent vice or nature of the property.
- 5) Personal property at any fairground, exhibition or exposition for the purpose of its exhibition or sale.
- 6) Personal property related to **business**. However, refer to *Extensions of Coverage – Business Property*.

- 7)
 - (a) Spas or swimming pools installed outside the dwelling building and their equipment, regardless of where the equipment is located.
 - (b) Uninstalled spas or swimming pools and their equipment, wherever located.
 - (c) Patios and decks not attached to the dwelling building and giving direct access to spas or swimming pools.
 - (d) Sidewalks which surround inground swimming pools and are essential to its installation.
- 8) Docks other than those insured under *Coverage A – Dwelling and Improvements and Betterments*.
- 9)
 - (a) Motorized vehicles, other than those insured under paragraphs 1)(a) and 2)(a) of *Coverage C – Personal Property (Contents)*.
 - (b) Parts, furnishings, equipment and accessories designed exclusively for motorized vehicles, other

than those insured under *Coverage C – Personal Property (Contents)*, that you own or that are in your care, custody or control.

- (c) Trailers other than those insured under *Coverage C – Personal Property (Contents)*.
 - (d) Aircraft and related parts, furnishings, equipment and accessories, including scale models and drones, except for unmodified toys intended for children under age 14.
- 10) Do-it-yourself kits to build an aircraft or motorized vehicle, other than those insured under *Coverage C – Personal Property (Contents)*.
- 11) Personal property of roomers or boarders who are not related to you, unless they are named on the *Coverage Summary* page.
- 12) Wind turbines, where loss or damage is caused by:
- windstorm, hail, or the weight of ice, snow or sleet;
 - collapse.
- 13) Animals, except where loss or damage is caused directly by one of the following insured perils:
- Fire;

- Lightning;
- Fluctuations in artificially generated electric currents;
- Explosion;
- Smoke;
- Riot;
- Vandalism;
- Water damage;
- Hail;
- Windstorm;
- **Transportation accidents;**
- Impact by objects which strike the exterior of the dwelling building or its **detached private structures**.

14) Exterior trees, shrubs, plants and lawns. However, refer to *Extensions of Coverage – Outdoor Growing Plants*.

15) Sporting items and equipment where loss or damage is due to their use. However, we insure sporting items and equipment (including bicycles) where loss or damage is caused directly by impact with a vehicle or aircraft. We also insure bicycles where loss or damage is caused directly by collision with a pedestrian.

COMMON EXCLUSIONS

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

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

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

3) **Data**
WE DO NOT INSURE loss or damage caused directly or indirectly:

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

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

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

4) **Defects**
WE DO NOT INSURE loss or damage caused by mechanical, electrical or electronic breakdown or

malfunction or by defects, unless such loss results directly from a fluctuation in artificially generated electric currents or lightning.

WE DO NOT INSURE the cost to repair defective or malfunctioning property or property that breaks down. However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such defect, malfunction or breakdown.

5) **Earthquake, Erosion and Other Geological Phenomena**
WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by earthquake, volcanic eruption, avalanche, landslide, subsidence, tidal wave, tsunami or soil erosion. This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

6) **Other Ground Movement**
WE DO NOT INSURE loss or damage caused by compaction, expansion, settling or any other ground movement attributable to:

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

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

7) **Faulty Material or Workmanship**
WE DO NOT INSURE the cost of correcting faulty material or workmanship. However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such faulty material or

workmanship.

- 8) Flood
WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by flood.
"Flood" includes waves, tides, tidal waves, tsunamis, dam breaks and the rising or overflow of any stream of water or body of water, whether natural or man-made.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.
However, we insure loss or damage caused directly to insured property by a fire or explosion resulting from flood.

- 9) Freezing
WE DO NOT INSURE breakage caused by freezing to:
- Property located outside a building.
However, we insure loss or damage caused directly by freezing of the outside drinking water main that supplies the dwelling building.
 - A building or the personal property inside when the building is unheated during the regular heating season.
 - A building or the personal property inside when the building is heated during the regular heating season but the **premises** have been unoccupied for more than eight consecutive days.
However, exclusion (c) above does not apply if, beyond that eight-day period:
 - you arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained; or
 - you monitored regularly the heat by a remote system; or
 - you shut off the water supply and drained all the installations and appliances.

- 10) Glass Breakage
WE DO NOT INSURE glass breakage which occurs while the building is **under construction** or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.
This exclusion applies from the date that construction begins or the date that the dwelling building becomes **vacant**.

- 11) Gradual Damage
WE DO NOT INSURE:
- Wear and tear to, or gradual deterioration of, property.
 - Loss or damage caused by rust, corrosion, dampness, condensation, extremes of temperature, wet or dry rot, **fungi** or **spores**.
 - Repeated damage to property.
However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such gradual damage.

- 12) Impact by Water-borne Objects
WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by impact by water-borne objects, including ice.
This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.
However, we insure loss or damage caused directly to insured property by a fire or explosion resulting from such an impact.

- 13) Loss or Damage Caused by Animals
WE DO NOT INSURE loss or damage caused by vermin, insects, birds, rodents, racoons and bats.
However, we insure loss or damage to:
- insured property caused directly by an insured peril under this insurance policy and resulting from loss caused by such animals;
 - building glass.

- 14) Loss or Damage Caused by a Pollutant
WE DO NOT INSURE:
- Loss or damage caused by **pollutants** (including fuel oil) which are discharged, dispersed or released or which escape as part of an industrial or agricultural activity.
However, we insure loss or damage caused directly to insured property when such discharge, dispersal, release or escape results from an insured peril under this insurance policy.
We also insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such discharge, dispersal, release or escape.
 - Loss or damage caused by the discharge, dispersal, release or escape of fuel oil from:
 - any tank, apparatus or supply line located on the **premises or common portions**;
 - any tank, apparatus or supply line that you own or that is in your care, custody or control, wherever located.Exclusion (b) above applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.
However, we insure loss or damage caused directly to insured property when such discharge, dispersal, release or escape results from a fire or explosion.
We also insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such discharge, dispersal, release or escape.

- 15) Marring, Scratching or Breakage
WE DO NOT INSURE marring or scratching of any property or breakage of any fragile articles, except if such loss or damage is caused directly by one of the following insured perils:
- Fire;
 - Lightning;
 - Fluctuations in artificially generated electric currents;
 - Explosion;
 - Smoke;
 - Impact by objects which strike the exterior of the building;
 - Impact with a vehicle or aircraft;
 - Riot;
 - Vandalism;
 - Water damage;
 - Hail;
 - Windstorm;
 - Transportation accidents**;
 - Theft or attempted theft.

- 16) Moving of Buildings
WE DO NOT INSURE loss or damage resulting from moving the dwelling building or **detached private structures** from the moment the building or structure is removed from its foundation or supports until the moment it is attached to a permanent foundation or to permanent

supports.

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

17) Nuclear Incident

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

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

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

18) Reactive Minerals

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

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

19) Rental of Your Dwelling

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

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

20) Settling

WE DO NOT INSURE loss or damage caused to property by its settling, expansion, contraction, moving, bulging, buckling or cracking, except where such loss or damage results from an insured peril under this insurance policy. However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting therefrom.

We also insure damage to the building glass.

21) Terrorism

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

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

22) Theft or Attempted Theft

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

(a) Occurring at any location which you own or rent, other than the primary dwelling described on the *Coverage Summary* page or the residence of **students** insured under this insurance policy or the residence (nursing home or senior home) where your father or mother or the father or mother of your spouse, who are in your legal custody, covered by this contract.

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

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

(b) Committed by any tenant or member of the tenant's household to property used by them.

(c) Of any part of a dwelling building **under construction** on the **premises** or **common portions**.

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

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

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

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

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

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

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

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

23) Use of Premises

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

(a) **Business** purposes not mentioned on the *Coverage Summary* page;

(b) Farming purposes for **remuneration** not mentioned on the *Coverage Summary* page;

(c) Criminal activity.

24) Vacancy

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

25) Vandalism

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

(a) Committed while the dwelling building is **under construction** or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period. Exclusion (a) above applies from the date construction begins or the date the dwelling building becomes **vacant**.

(b) Resulting from the use of all or part of the **premises** for drug operations. "Drug operations" include cultivating, harvesting, processing, manufacturing, distributing or selling any substance regulated under the *Controlled Drugs and Substances Act*.

26) War

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

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

27) Water Damage

WE DO NOT INSURE:

- (a) Loss or damage caused by water originating from continuous or repeated escape, overflow or backing up of water, whether or not you were aware of such escape, overflow or backing up.
- (b) Loss or damage caused by water originating from escape, overflow or backing up of:
 - eavestroughs, downspouts or rainwater leaders;
 - French drains;
 - sewer connections;
 - sewers;
 - septic tanks, drain fields or other wastewater treatment systems;
 - ditches;
 - sumps, **retention tanks** or **holding ponds**.
Loss or damage caused by water originating from an overflowing sump, **retention tank** or **holding pond** remain excluded even if the overflow is caused by a discharge pump that stops working due to a power outage caused by windstorm, rain, hail, freezing rain or a combination of these.
- (c) Loss or damage caused by water originating from a rupture due to freezing of a **plumbing system** or of a **domestic water container or appliance** located inside an unheated building, during the regular heating season, or outside a building.
However, we insure loss or damage caused directly by water originating from rupture of the drinking water main supplying the dwelling building.
- (d) Loss or damage caused by water originating from a rupture due to freezing of a **plumbing system** or of a **domestic water container or appliance** located inside a heated building, during the regular heating season, when the **premises** have been unoccupied for more than eight consecutive days.
However, exclusion (d) above does not apply if, beyond that eight-day period:
 - you arranged for a competent person to enter your dwelling daily to make sure that heating was being maintained; or
 - you monitored regularly the heat by a remote system; or
 - you shut off the water supply and drained all the installations and appliances.
- (e) Loss or damage caused by ground or surface water entering or seeping into the building.

- However, exclusion (e) above does not apply if the water enters or seeps in through an opening which was created suddenly and accidentally by an insured peril under this insurance policy.
- (f) Loss or damage caused by rain, snow, melting snow or melting ice entering or seeping through the roofs or walls of the building, or an opening therein.
However, exclusion (f) above does not apply if the water enters or seeps through an opening which was created suddenly and accidentally by an insured peril under this insurance policy.
- (g) Loss or damage caused by run-off of ground or surface water.
- (h) Loss or damage caused by water while the dwelling building is **under construction** or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.
Exclusion (h) above applies from the date construction begins or the date the dwelling building becomes **vacant**.

- 28) **Water Table**
WE DO NOT INSURE loss, damage or expenses resulting directly or indirectly from the water table. This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.
However, we insure loss or damage caused directly to insured property by a fire or explosion due to the water table.
- 29) **Wilful Negligence or Criminal Act**
WE DO NOT INSURE **occurrences** resulting from any wilful negligence or criminal act by an Insured.
However, this exclusion does not apply to an **Insured** who has not committed and is not involved in the wilful negligence or criminal act.
- 30) **Work on Property**
WE DO NOT INSURE loss or damage to property while the property is being worked on or undergoing any process when such loss results directly from the work or process.
However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such work.

BASIS OF SETTLEMENT

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

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

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

Increasing of amounts of insurance (inflation related)

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

Deductible

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

The deductible applies before any limitation.

However, if your claim exceeds \$25,000, the deductible will no longer apply in all cases where the applicable deductible is up to and including \$1,000.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

By insuring both your habitational (principal residence) and automobile (private passenger) insurance policies with us, you will benefit from the application of a single deductible in the case

of a loss involving both policies. Only the higher of the two deductibles will be applied when settling your claim.

Dwelling and improvements and betterments

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

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

Option 1 – Repair or Replacement Cost Without Deduction for Depreciation

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

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

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

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

Option 2 – Actual Cash Value

We will pay the actual cash value.

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

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

Personal property

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

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

Option 1 – Repair or Replacement Cost Without Deduction for Depreciation

If the following conditions are met, we will pay the cost, at the

date of the **occurrence**, to repair or replace, whichever is lower, the personal property covered under *Coverage C – Personal Property (Contents)*.

- (a) Repair or replacement must be made with property of like kind and quality.
- (b) Repair or replacement must be made within a reasonable time after the **occurrence**.

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

This option does not apply to:

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

Option 2 – Actual Cash Value

We will pay the actual cash value.

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

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

Subrogation

Upon making a payment, we will be subrogated to your rights of recovery against others liable for the loss. Subrogation applies up to the amount paid.

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

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

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

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

AV_IBC
1511 072017

SECTION II CIVIL LIABILITY COVERAGES

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

Amounts of Insurance

The amount of insurance for each of Coverages E, F and G is

Aviva: [Internal](#)

written on the *Coverage Summary* page.

It applies to each **Insured** separately, but it is the maximum amount we will pay for any one **occurrence** no matter how many **Insureds** are involved.

Coverage E – Legal Liability

The amount of insurance written on the *Coverage Summary* page for Coverage E is the maximum global amount that we will pay per **occurrence** for all liability coverages listed below.

Coverage is limited to compensatory damages.

1) Personal Liability

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury or property damage**, as well as resultant loss of use, arising out of:

(a) Your personal actions anywhere in the world provided the dwelling described on the *Coverage Summary* page is occupied by you as a principal residence. This coverage applies to a **student** insured under this insurance policy.

If the dwelling described on the *Coverage Summary* page is not occupied by you as a principal residence, you are insured only for legal liability arising out of ownership, maintenance or use of the **premises** described on the *Coverage Summary* page.

(b) The ownership, maintenance or use of the **premises**, including the legal liability of other persons that you assume, under a written contract, in relation to your **premises**.

WE DO NOT INSURE claims arising out of:

- liability you have assumed by contract with a railway company;
- a contract for the production or distribution of energy.

(c) The ownership, maintenance or use of a boat or **watercraft** you own and which:

- is described on the *Coverage Summary* page;
- is not described on the *Coverage Summary* page, provided:
 - such boat or **watercraft** is not more than 8 metres (26 feet) in length; and
 - when equipped with one or more outboard, inboard or inboard-outboard motors, such motor(s) do not exceed 19 KW (25 HP) in total per boat or **watercraft**;
- is newly acquired after the effective date of this policy, provided such boat or **watercraft** has the same characteristics as the boat(s) or **watercraft** described on the *Coverage Summary* page. The coverage period is 14 consecutive days. This period begins on the date the boat or **watercraft** is acquired. It ends upon expiration of 14 consecutive days or termination of this insurance policy, whichever occurs first.

(d) The use or operation of boats or **watercraft** not owned by any **Insured**.

(e) The ownership, maintenance or use of the following motorized vehicles which you own:

- Lawn mowers, snow blowers and **garden-type tractors** of not more than 22 KW (30 HP), including their trailers or attachments, used or operated on the **premises** and, provided they are not used for compensation or hire, occasionally off the **premises**;

This condition does not apply to activities described under paragraph (b) of *Coverage E – (4) Business and Business Property*.

- Wheelchairs, three-wheeled scooters and four-wheeled scooters with one seat, specifically designed for the carriage of a person who has a physical disability and used as such;
- Golf remote-control caddies;
- Motorized golf carts while in use on a golf course;

- Scooters and **electric bicycles** with a maximum speed of 32 km/h;

- Electric vehicles for children with a maximum speed of 10 km/h.

(f) The use of a motorized vehicle not owned by any **Insured**, provided the vehicle:

- is not subject to mandatory registration; and
- is intended solely for off-road use.

This coverage applies solely in excess of any other Civil Liability Insurance policy or if there is no such policy.

(g) The ownership, maintenance or use of any trailer or its equipment provided that such trailer is not attached to or carried on a motorized vehicle.

WE DO NOT INSURE:

(a) Claims arising from the sale of a commercial or industrial building or a residential building containing more than six dwelling units.

(b) **Property damage**, including resultant loss of use, to property:

- you own or use;
This exclusion does not apply to the amount claimed from you by the **syndicate** or a co-owner in accordance with the law.
- in your care, custody or control or for which you are liable as a tenant or occupant; However, refer to *Coverage E – (2) Civil Liability for Premises You Do Not Own*.
- as a result of work done on it;
- owned by a person living with you in your household.

(c) **Damage** to an animal you own or in your custody.

(d) **Bodily injury** to you or to any person living with you in your household, other than your **residence employee**.

(e) Any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages.

2) Civil Liability for Premises You Do Not Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **property damage to premises** or their contents you do not own, as well as resultant loss of use.

This coverage applies if the loss or damage is caused by any of the insured perils below, as set out in *Section I – Property Damage Coverages*:

- Fire;
- Explosion;
- Smoke;
- Water damage.

This coverage applies if you are liable for these **premises** or their contents which you are using, renting, occupying or have in your care, custody or control.

3) Employers' Liability

We will pay all sums which you become legally liable to pay as compensatory damages due to unintentional **bodily injury** to your **residence employees** while in the course of their employment by you.

WE DO NOT INSURE liability imposed upon or assumed by you under any workers' compensation statute.

4) Business and Business Property

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury or property damage**, as well as resultant loss of use, arising out of:

(a) Activities during the course of your **business** which are not ordinarily incidental to your business.

(b) The temporary or part-time **business** pursuits of an **Insured** under 21 years of age or a **student** covered by this insurance policy.

- (c) The use of part of the dwelling building or **private detached structures** for your **business**, if mentioned on the *Coverage Summary* page.

5) Rental Activity

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury** or **property damage**, as well as resultant loss of use, arising out of:

- (a) The rental of all or part of your dwelling for not more than 30 days per year, whether consecutive or not.
- (b) The rental of not more than three parking spaces in garages located on the **premises** and **common portions**.
- (c) The rental of a dwelling, if the building is described on the *Coverage Summary* page and we have been notified of the rental.
- (d) The rental of rooms in your **unit**, if mentioned on the *Coverage Summary* page.

Additional Agreements

If a claim is made against you for which you are insured under *Coverage E – Legal Liability*, we will defend you at our cost. We reserve the right to investigate, negotiate and settle any claim or suit if we decide this is appropriate.

Our rights and duties to defend cease when we have used up the amount of insurance under *Coverage E – Legal Liability* written on the *Coverage Summary* page has in payment of settlements.

In addition to the amount of insurance for *Coverage E – Legal Liability*, we will pay, among other costs:

- 1) All expenses which we incur.
- 2) All costs charged against you in any suit insured under *Coverage E – Legal Liability*.
- 3) Any interest awarded by the court on that part of the judgment which is insured under *Coverage E – Legal Liability*.
- 4) Premiums, up to the amount of insurance for *Coverage E – Legal Liability*, for:
 - (a) Bonds to release any property that is being held as security;
 - (b) Appeal bonds required in any insured lawsuit involving you. However, WE ARE NOT OBLIGATED to apply for or provide these bonds.
- 5) Expenses which you have incurred for emergency medical or surgical treatment to others as needed immediately following an insured **occurrence**.
- 6) Reasonable expenses, EXCEPT loss of earnings, which you incur at our request.

Loss Assessment Coverage

We will pay up to the amount shown on the Coverage Summary page for your share of any special assessment imposed under the Declaration of co-ownership owing to an insured **occurrence** under *Section II – Civil Liability Coverages*.

This coverage applies only if the **syndicate** has no Civil Liability insurance or if such insurance is inadequate. However, this coverage does not apply to the payment of a deductible in whole or in part.

Coverage F – Voluntary Medical or Funeral Payments

The amount of insurance written on the *Coverage Summary* page under Coverage F is the maximum amount we will pay for each person in respect of one **occurrence**.

At your request, even if you are not legally liable, we will reimburse medical or funeral expenses incurred by or for the victim of an accident unintentionally caused by you or arising out of ownership, maintenance or use of the **premises**.

Medical expenses include expenses incurred for ambulance, surgical, dental, hospital, nursing and medical services. These expenses must be incurred within 12 months of the accident.

WE WILL NOT REIMBURSE:

- 1) Expenses covered by any plan or law, or under any other insurance policy.
- 2) Expenses covered by any workers' compensation statute.
- 3) Expenses incurred for you or for any person living with you in your household, other than your residence employees.
- 4) Expenses incurred by or for the victim of **bodily injury** caused intentionally by you or at your direction.
- 5) Expenses incurred by or for the victim of **bodily injury** arising out of the ownership, maintenance or use of any motorized vehicle, trailer, boat or **watercraft**, except those mentioned as covered in *Section II – Civil Liability Coverages*.

Coverage G – Voluntary Payment for Damage to Property

The amount of insurance written on the *Coverage Summary* page for Coverage G represents the maximum that we will pay per **occurrence**.

At your request, even if you are not legally liable, we will pay for **property damage** you cause to others, including damage caused intentionally by an **Insured** who is 12 years of age or under.

WE DO NOT INSURE:

- 1) Loss or damage arising out of the ownership, maintenance or use of any motorized vehicle, trailer, boat or **watercraft**, except those for which coverage is mentioned in *Section II – Civil Liability Coverages*.
- 2) Loss or damage caused to:
 - (a) Property you or your tenants own or rent;
 - (b) Property which is insured under *Section I – Property Damage Coverages*.
- 3) Loss of use, disappearance or theft of property.

Basis of Payment – Coverage G

- 1) We will pay the actual cash value of the property, up to the amount of insurance written on the *Coverage Summary* page for Coverage G. The actual cash value will take into account the cost to repair or replace, whichever is lower, at the date of the **occurrence**, using property of like kind and quality, less any depreciation. In determining depreciation we will consider, among other factors, the condition of the property before the **occurrence**, its resale value and its life expectancy.
- 2) We may:
 - (a) Pay for the loss in money or repair or replace the property.
 - (b) Settle any claim either with you or the owner of the property.
 - (c) Take over any salvage.

- 3) If necessary, you must help us verify the damage.
- 4) You shall not bring suit against us until you have fully complied with all the terms of this insurance policy, nor until 60 days after the required proof of loss has been filed with us.

Coverage H – Voluntary Compensation for Residence Employees

At your request, even if you are not legally liable, we will pay the benefits described below if your **residence employee** sustains **bodily injury** while working for you, provided:

- (a) You are released from any liability for the accident; and
- (b) We are subrogated in the rights of the **residence employee** or any person acting on his or her behalf against any at-fault third party.

If your **residence employee**, or any person acting on his or her behalf, does not accept these benefits or sues you, we may withdraw our offer of payment.

However, this will not reduce our obligations under *Coverage E – Legal Liability*. WE WILL NOT PAY benefits for any hernia injury.

BENEFITS

In this coverage, "weekly indemnity" means two-thirds of your **residence employee's** weekly wage at the date of the accident, subject to a maximum of \$200 per week.

Article 1 – Death

If the accident leads to the death of your **residence employee** within the following 26 weeks, we will pay:

- (a) To those wholly dependent upon the **residence employee**, a total of 100 times the weekly indemnity in addition to any sums payable until death under *Article 2 – Temporary Total Disability*.
- (b) Actual funeral expenses up to \$1,000.

We can require an autopsy before we make payment. **Article 2 – Temporary Total Disability**

If the accident leads to a temporary total disability within the following 14 days such that your **residence employee** cannot work at any job, we will pay weekly indemnity for up to 26 weeks.

However, we will not pay for the first seven days unless the disability lasts for six weeks or more. **Article 3 – Permanent Total Disability**

If the accident leads to a permanent total disability within the following 26 weeks such that your **residence employee** cannot work at any job, we will pay weekly indemnity for 100 weeks.

This benefit is payable in addition to the sums paid under *Article 2 – Temporary Total Disability*. **Article 4 – Permanent Partial Disability**

If the accident leads to your **residence employee** suffering the loss of, or permanent loss of use of, one or more of the following within 26 weeks of the accident, we will pay weekly indemnity for the number of weeks written in the *Schedule of Benefits*. The number of weeks cannot exceed 100 in total.

This benefit is payable in addition to the sums paid under *Article 2 – Temporary Total Disability*.

The **residence employee** cannot receive benefits both under this article and under *Article 1 – Death* or *Article 3 – Permanent Total Disability*.

| SCHEDULE OF BENEFITS | |
|--|---------------------|
| For loss or irrecoverable loss of use of: | No. of weeks |
| (a) Arm, forearm or hand: | 100 |
| (b) One finger: | 25 |
| (c) More than one finger: | 50 |
| (d) One leg or foot: | 100 |
| (e) One toe: | 25 |
| (f) More than one toe: | 50 |
| (g) Both eyes or sight in both eyes: | 100 |
| (h) One eye or sight in one eye: | 50 |

Article 5 – Medical Expenses

| | |
|---------------------------|-----|
| (i) Hearing in both ears: | 100 |
| (j) Hearing in one ear: | 50 |

We will also pay:

- (a) Expenses incurred for ambulance, surgical, dental, hospital, nursing and medical services within 26 weeks of the accident, subject to a maximum benefit of \$1,000 for all such care and services.
- (b) Expenses incurred for supplying or replacing necessary artificial limbs or braces within 52 weeks of the accident, subject to a maximum benefit of \$5,000 for all such devices.

WE DO NOT INSURE you for expenses payable under any plan or law, or any other insurance policy.

CONDITIONS

If requested, the **residence employee** must:

- (a) Submit to a physical examination at our expense, by doctors we select, as often as we may reasonably require.
- (b) Authorize us to obtain all necessary information, including any medical records.

Common Exclusions

The following exclusions apply to *Coverage E, F, G and H*, as well as to the *Additional Agreements*. They apply in addition to all other exclusions indicated in this insurance policy.

- 1) **Activities**
 - (a) WE DO NOT INSURE claims arising out of your business or any business use of the **premises** or **common premises**.
However, refer to *Coverage E – (4) Business and Business Property*.
 - (b) Unless otherwise mentioned on the *Coverage Summary* page, WE DO NOT INSURE claims arising out of your farming operations or any use of the **premises** or **common premises** for farming operations, if undertaken for **remuneration**.
 - (c) Unless otherwise mentioned on the *Coverage Summary* page, WE DO NOT INSURE claims arising out of the rental of all or part of your dwelling for more than 30 days per calendar year, whether consecutive or not.
However, refer to *Coverage E – (5) Rental Activity*.
- 2) **Aircraft**
 - (a) WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of any aircraft, including scale models and drones, except for unmodified toys intended for children under 14 years of age.
 - (b) WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of **premises** used as an airport or landing strip, and all necessary or incidental operations.
- 3) **Assault or Harassment**
WE DO NOT INSURE claims arising out of indecent acts, sexual assault, sexual harassment, corporal punishment or abuse by you or with your express or implied consent or by any other person with your express or tacit consent.
- 4) **Assumed Liability**
WE DO NOT INSURE claims arising out of any liability assumed by you only by contract, except those set out in paragraph (b) of *Coverage E – (1) Personal Liability*.
- 5) **Data**
WE DO NOT INSURE claims arising out of:
 - (a) Any erasure, destruction, corruption, misappropriation or misinterpretation of **data**;
 - (b) Any error in creating, amending, entering, deleting or using **data**.
- 6) **Disease**
WE DO NOT INSURE claims arising out of the transmission of a disease by any **Insured**.

- 7) **Electronic Communications**
WE DO NOT INSURE claims arising out of the distribution or display of **data** via a website, the Internet, a social network, an intranet or extranet or any similar device or system designed or intended for electronic communication of **data**.
- 8) **Escape of Fuel Oil**
WE DO NOT INSURE claims arising out of the discharge, dispersion, release or escape of fuel oil from:
- any tank, device or supply line located on the **premises or common premises**;
 - any tank, device or supply line that you own or that is in your care, custody or control, wherever located.
- 9) **Libel or Slander**
WE DO NOT INSURE claims arising out of the publication or utterance of libel or slander or of other defamatory or disparaging material, or a publication or utterance which violates an individual's rights of privacy.
- 10) **Nuclear Incident**
WE DO NOT INSURE claims arising out of any event which is insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada or any other group or pool of insurers, regardless of exhaustion of such policy limits or its termination. This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.
- 11) **Premises Not Insured**
WE DO NOT INSURE claims arising out of ownership, maintenance or use of **premises** which you own or rent under the terms of an agreement for more than 180 days and which are not mentioned as covered in Section II – Civil Liability Coverages.
- 12) **Professional Services**
WE DO NOT INSURE claims arising out of any rendering or failure to render any professional service.
- 13) **Terrorism**
WE DO NOT INSURE claims arising directly or indirectly from **terrorism** or from any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**.
This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.
- 14) **Vehicles Insured**
WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of any motorized vehicle, trailer, boat or **watercraft** mentioned as covered in *Section II – Civil Liability Coverages* while it is:
- (a) Used for carrying passengers or property for **remuneration**.
 - (b) Used for **business** purposes, except temporary or part-time **business** pursuits of an **Insured** under 21 years of age or a **student** covered by this insurance policy.
 - (c) Used in any race or speed test or skill test.
 - (d) Rented to others.
 - (e) Used or operated without the owner's consent.
- 15) **Vehicles Not Insured**
WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of a motorized vehicle, trailer or **watercraft**, except those mentioned as covered in *Section II – Civil Liability Coverages*.
- 16) **War**
WE DO NOT INSURE claims arising directly or indirectly from any invasion, war or civil war, insurrection, rebellion, revolution, military force or usurped power or by operation of armed forces while engaged in hostilities, whether war is declared or not.
This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.
- 17) **Waste Management**
WE DO NOT INSURE decontamination or clean-up expenses arising from your inappropriate waste management.
- 18) **Wilful Negligence or Criminal Act**
WE DO NOT INSURE claims arising out of any wilful negligence or criminal act by an **Insured**.
This exclusion does not apply to an **Insured** who has not committed and is not involved in the wilful negligence or criminal act.

Other Insurance

If you have other insurance which applies to a loss or claim, or would have applied if this insurance policy did not exist, this policy will be considered excess insurance.

AV_IBC
1511_072017