

# TENANTS INSURANCE

## Westland Express Policy Form

Westland Express is a tradename of Globalex Assurances (a Westland Insurance Group Limited Company).

All Westland Express tenant insurance policies are underwritten by the following companies:

Trisura Guarantee Insurance Company

333 Bay St.1610 Toronto,

ON M5H 2R2

## TABLE OF CONTENTS

	pages
Insuring Agreement .....	4
What to do in the Event of Loss or Damage .....	4
A Guide to Your Insurance Policy .....	4
Useful Information .....	4
Obligation to Inform Insurer.....	4
Definitions .....	5
SECTION I PROPERTY DAMAGE COVERAGES .....	6
Amounts of Insurance .....	6
Coverage 2 – Personal Property (Contents) .....	6
Limitation of Amount Payable for Certain Personal Property .....	7
Coverage 4 – Additional Living Expense and Fair Rental Value .....	8
Extensions of Coverage .....	8
1) Debris Removal .....	8
2) Fire Department Charges .....	8
3) Lock Repair, Rekeying or Replacement .....	8
4) Moving and Storage Expenses .....	8
5) Tear Out and Repair .....	8
6) Credit or Debit Cards and Forgery .....	9
7) Food in a Freezer or Refrigerator .....	9
8) Outdoor Growing Plants .....	9
9) Property Located Away From the Premises .....	9
10) Property Removed From the Premises as a Precaution .....	9
11) Property When Moving to Another Home .....	9
12) Change of Temperature.....	10
13) Damage to Dwelling During a Theft or Attempted Theft .....	10
14) Damage by Emergency Services .....	10
Insured Perils .....	10
Property Excluded .....	10
Common Exclusions .....	11
1) By-laws .....	11
2) Contamination .....	11
3) Data .....	11
4) Defects .....	11
5) Earthquake, Erosion and Other Geological Phenomena .....	11
6) Other Ground Movement .....	11
7) Faulty Material or Workmanship .....	11
8) Flood .....	11

9) Freezing .....	11
10) Glass Breakage .....	12
11) Gradual Damage .....	12
12) Impact by Water-borne Objects .....	12
13) Loss or Damage Caused by Animals .....	12
14) Loss or Damage Caused by a Pollutant .....	12
15) Marring, Scratching or Breakage .....	12
16) Moving of Buildings .....	12
17) Nuclear Incident .....	13
18) Reactive Minerals .....	13
19) Rental of Your Dwelling .....	13
20) Settling .....	13
21) Terrorism .....	13
22) Theft or Attempted Theft .....	13
23) Use of Premises .....	13
24) Vacancy .....	13
25) Vandalism .....	13
26) War .....	13
27) Water Damage .....	13
28) Water Table .....	14
29) Wilful Negligence or Criminal Act .....	14
30) Work on Property .....	14
<b>Basis of Settlement .....</b>	<b>14</b>
Increasing of Amounts of Insurance (Inflation Related) .....	14
Deductible .....	14
Personal Property .....	14
<b>SECTION II CIVIL LIABILITY COVERAGES .....</b>	<b>15</b>
<b>Amounts of Insurance .....</b>	<b>15</b>
<b>Coverage 10 – Legal Liability .....</b>	<b>15</b>
1) Personal Liability .....	15
2) Civil Liability for Premises You Do Not Own .....	16
3) Employers' Liability .....	16
4) Business and Business Property .....	16
5) Rental Activity.....	16
<b>Additional Agreements .....</b>	<b>16</b>
<b>Coverage 11 – Voluntary Medical or Funeral Payments .....</b>	<b>17</b>
<b>Coverage 12 – Voluntary Payment for Damage to Property .....</b>	<b>17</b>
Basis of Payment – Coverage 12 .....	17
<b>Coverage 13 – Voluntary Compensation for Residence Employees .....</b>	<b>17</b>
Benefits .....	17
Conditions .....	18
<b>Common Exclusions .....</b>	<b>18</b>
1) Activities .....	18
2) Aircraft .....	18
4) Assumed Liability.....	19
3) Assault or Harassment .....	19
5) Data .....	19
6) Disease .....	19
7) Electronic Communications .....	19
8) Escape of Fuel Oil .....	19
9) Libel or Slander .....	19
10) Nuclear Incident .....	19
11) Premises Not Insured .....	19
12) Professional Services .....	19
13) Terrorism .....	19
14) Vehicles Insured .....	19

15) Vehicles Not Insured .....	19
16) War .....	19
17) Waste Management .....	19
18) Wilful Negligence or Criminal Act .....	19
<b>Other Insurance .....</b>	<b>19</b>
<b>SECTION III ACCIDENT INSURANCE .....</b>	<b>20</b>
<b>Coverage .....</b>	<b>20</b>
Benefit .....	20
<b>Common Exclusions .....</b>	<b>20</b>
1) Sickness .....	20
2) Suicide .....	20
3) War .....	20
4) Terrorism .....	20
5) Nuclear Incident .....	20
6) Voluntary or Criminal Act .....	20
<b>Conditions .....</b>	<b>20</b>
Notice and Proof of Claim .....	20
Release and Subrogation .....	20
When Benefits Payable .....	20
Action Against Us .....	20
Limitation of Actions .....	20

## Insuring Agreement

We provide you, as a tenant, with coverage against various perils and liabilities as described or listed below, in return for payment of the premium. Your Coverage Summary Screen summarizes the coverage and amounts of insurance you have purchased and we have agreed to provide and the period for which they are provided.

## What to do in the Event of Loss or Damage

Main steps to take:

- Contact us immediately;
- Protect the insured property against further loss or damage;
- Promptly advise the police of any theft or vandalism.

### IMPORTANT

**This insurance policy contains various conditions, exclusions, limitations and restrictions. They are pointed out in the policy, especially the exclusions which are printed in grey half-tone areas. Some of them may be amended by endorsement.**

**For example:**

- **What happens if your property is damaged by a sewer back-up, by water entering or seeping through the roof as a result of heavy rain, or by overland water?**  
Coverage for this type of damage may be added by an endorsement to your policy.
- **Does this policy cover damage caused by a drone?**  
This damage will only be covered if the drone is a toy designed for children under 14 years of age and has not been modified.
- **Does this policy cover motorized vehicles?**  
Only if they are specifically mentioned in the policy. Some motorized vehicles such as automobiles, motorcycles, mopeds and recreational vehicles are not covered.

**Please read your insurance policy carefully.**

## A Guide to Your Insurance Policy

### Section I – Property Damage Coverages

This section describes the insurance on your personal property and any improvements and betterments made, acquired or rented by you. It also insures any additional living expense or fair rental value loss incurred by you if an insured occurrence makes your dwelling unfit for occupancy.

### Section II – Civil Liability Coverages

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

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

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

### Section III – Accident Insurance

This section describes the insurance offered for loss of life as a result of a fire in your principal residence

## Useful Information

Please refer to the *Table of Contents* to see how the insurance policy is structured and to locate specific information.

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

For a proper understanding of this insurance policy, the *Coverage Summary Screen*, 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 *Coverage Summary Screen* 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;
- Any business or commercial activity on the premises;
- When you have personal property whose value is higher than the amounts shown under the *Limitation of amount payable for certain personal property*;
- When you have personal property that is not normally kept at the dwelling;
- When you install an auxiliary heating system;
- When your personal property is in storage;
- When you have a boat equipped with one or more outboard motor(s), if the individual or combined power of such motor(s) exceeds 19 kW (25 HP);
- When you have a boat equipped with one or more inboard or inboard-outboard motor(s), if the individual or combined power of such motor(s) exceeds 38 kW (50 HP);
- When you have a personal watercraft (jet-ski);
- When you have another residence in addition to the one we insure;

- When your dwelling contains special equipment to adapt it for special needs;
- When your dwelling is heated with fuel oil;
- When you have a swimming pool or a spa.

## 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*, *Section II – Civil Liability Coverages*, or *Section III – Accident Insurance*, 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.

**Beneficiary** means the named **Insured** mentioned on the *Coverage Summary Screen* or, in case of death of the named **Insured**, his or her estate.

**Bodily injury** means bodily injury, sickness or resulting death.

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

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

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

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

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

**Data problem** means:

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

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

**Ditch** means a trench, usually dry, having been dug by a human, to help and to lead drainage.

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

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

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

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

**Insured** means the person(s) named as insured on the *Coverage Summary Screen*, 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 Screen*.
- b) A **student** who is dependent on the Insured or his or her **spouse**, provided that the dwelling described on the *Coverage Summary Screen* 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* and to *Section III – Accident Insurance*:  
An event causing loss or damage; all loss or damage having the same origin will be considered as one occurrence.
- b) Applicable to *Section II – Civil Liability Coverages* only:  
An event causing loss, injury or damage; all loss, injury or damage having the same origin will be considered as one occurrence, regardless of the number of claimants.

**Plumbing system** means water supply, distribution and drainage piping on the **premises**, including appliances and equipment attached thereto.

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

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

**Premises** means:

- a) Premises located within the lot lines of the dwelling described on the *Coverage Summary Screen*
- 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 screen*.
  - Premises where you are residing temporarily or which you are using temporarily, other than the dwelling described on the *Coverage Summary Screen*, 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 for you a one-unit or two-unit dwelling.

**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, employed by you, 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 person who is married to or has entered into a civil union with another person and is living with that person.
- 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.

**Terrorism** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

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

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

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

## SECTION I PROPERTY DAMAGE COVERAGES

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

### Amounts of Insurance

The amount of insurance for each of Coverage 2 and 4 is written on the *Coverage Summary Screen*

Upon anniversary date 1 of the insurance policy, if *Inflation Protection* is written on the *Coverage Summary Screen*, we will automatically increase the amounts of insurance written on the *Coverage Summary Screen* for Coverage 2 and 4 based on increases recommended by us and we will adjust the premium accordingly.

### Coverage 2 – Personal Property (Contents)

#### 1) Property Located on the Premises

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

- 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;
  - The following electric vehicles with a maximum speed of 32 km/h:
    - Scooters;
    - Bicycles;
    - Any other similar personal carrier;
  - Electric vehicles for children with a maximum speed of 10 km/h.
- Drawn machinery** and trailers designed solely to transport a boat or **watercraft** and used as such.
- Personal property that is usual to a dwelling, owned by a **student** insured under this insurance policy and located at the **student's** residence.
- If you wish, and provided that it is not covered by any other insurance, personal property that is usual to a dwelling and that belongs to others, while such property is in your possession and located in a portion of the **premises** which you occupy.

e) When the following are made, acquired or rented by you:

- Improvements and betterments to your dwelling;
- Temporary or permanent outdoor installations, whether assembled or not.

Such installations include, but are not limited to, **detached private structures** and car shelters.

We will pay a maximum amount of \$5,000 for wind turbines, whether assembled or not, including their equipment and accessories.

- Docks;  
In addition, we insure docks when located:
  - along the shore of the **premises**;
  - on dry land of an adjacent site of the **premises**;
- Inground swimming pools and spas installed outside your dwelling building and their equipment wherever located;
- Uninstalled inground swimming pools and spas and their equipment wherever located;
- Patios and decks not attached to the dwelling building and giving direct access to such spas or swimming pools;
- Sidewalks which surround inground swimming pools or spa and are essential to its installation.

2) Property Temporarily Away From the Premises

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

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

- Lawn mowers, snow blowers and garden-type tractors 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;
- The following electric vehicles with a maximum speed of 32 km/h:
  - Scooters;
  - Bicycles;
  - Any other similar personal carrier;
- Electric vehicles for children with a maximum speed of 10 km/h.

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

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

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

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

3) **Property of Roommates or Boarders**

a) If coverage was purchased by you and an amount of insurance is shown on your Coverage Summary Screen for this individual we will insure the contents and other personal property owned, worn or used by the roommate or boarder named on your Coverage Summary Screen while on your premises and which are usual to the ownership or maintenance of a dwelling.

4)

**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 9) 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) \$1,000 for securities.
- 3) \$1,000 for boats or **watercraft**, whether assembled or not, including their furnishings, equipment, accessories, motors and trailers.
- 4) \$500 for animals.
- 5) \$1,000 for goods or samples intended for sale but not pertaining to a **business**.
- 6) \$1,000 for lawn mowers, garden-type tractors, snow blowers and **drawn machinery**, including their equipment and accessories.
- 7) \$500 for collectible cards.  
Collectible cards include, but are not limited to, sports or entertainment personality cards.
- 8) \$500 for each pedal or electric bicycle, including its equipment and accessories, whether or not attached to a bicycle.

B) In the event of theft, loss or mysterious disappearance, for all property items belonging to a category listed in 1) to 8) below, we will pay a maximum amount of :

- 1) \$1,000 for manuscripts and numismatic and philatelic property.
- 2) \$1000for jewellery, precious or semi-precious stones, pearls and watches.
- 3) \$1000for fur garments, garments trimmed with fur and all other fur items.
- 4) \$500 for tape recorder and VCR tapes, vinyl records, compact discs, video DVDs or other similar audio or video media.
- 5) \$500 for video games of any kind.
- 6) 500 for collections not subject to any other limitation.
- 7) \$5,000 for silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware not subject to any other limitation.
- 8) \$500 Bicycles, their equipment and accessories
- 9) \$5000 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 4 – Additional Living Expense and Fair Rental Value

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

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

We insure:

### 1) Additional living expense:

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

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

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

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

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

### 2) Loss of fair rental value:

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

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

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

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

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

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

## 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 Screen* for Coverage 2 and 4.

- b) All the limitations and exclusions of this insurance policy apply to these extensions of coverage.

### 1) Debris Removal

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

- a) Remove from the **premises** the debris of such property.

However, when the damaged property is plants, the limitation applicable to debris removal expenses set out in *Extensions of Coverage – Outdoor Growing Plants* replaces this paragraph.

- b) Remove from the **premises** the debris cluttering such property so that the property can be repaired or demolished.

- c) Clear access on the **premises** to such property so that the property can be repaired or demolished.

HOWEVER WE WILL NOT PAY expenses to remove from the **premises** objects obstructing access.

### 2) Fire Department Charges

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

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

This amount is payable in addition to the amounts of insurance written on the *Coverage Summary Screen* for Coverage 2 and 4.

### 3) Lock Repair, Rekeying or Replacement

In the case of theft of keys for any building on the insured **premises**, we will pay, to repair, rekey or replace the locks, whichever is the least expensive.

We will pay a maximum amount of \$500.

However, if your motor vehicle used for personal purposes is insured with us, in case of theft of keys, we will pay:

- a) The cost of the repairing, rekeying or replacing of the locks, whichever is the lesser, of the vehicles present on the automobile insurance policy.

We will pay a maximum amount of \$500 for all vehicles insured with us.

- b) The cost of the repairing, rekeying or replacing of the locks, whichever is the lesser, of other residences present on the home insurance policy.

We will pay a maximum amount of \$500 for all other residences insured with us.

The deductible does not apply to this coverage.

### 4) Moving and Storage Expenses

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

However, the amount payable cannot be greater than 100% of the amount of insurance written on the *Coverage Summary Screens* for Coverage 2 – Personal Property (Contents).

This amount is payable in addition to the amount of insurance written on the *Coverage Summary Screen* for Coverage 2 – Personal Property (Contents).

### 5) Tear Out and Repair

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

HOWEVER, WE WILL NOT PAY any increase in the cost of repairing, replacing or reconstructing undamaged property resulting from changes in the height, size or style of the spa or the inground swimming pool.



6) 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 \$1,000.

7) Food in a Freezer or Refrigerator

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

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

This coverage does not apply when the power interruption is caused by the disconnection of the power supply of the appliance by you, whether accidental or not.

8) Outdoor Growing Plants

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

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

We will pay a maximum amount of \$500 per tree, shrub or plant, no more than \$200 for any one tree.. This amount includes expenses to remove from the **premises** debris from the damaged plants. However, the amount payable cannot be greater than 10% of the amount of insurance written on the *Coverage Summary Screen for Coverage 2 – Personal Property (Contents)*.

9) Property Located Away From the Premises

We cover insured personal property located anywhere in Canada, other than at the principal residence described on the *Coverage Summary Screen* 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 Screen*); 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.

10) Property Removed From the Premises as a Precaution

As a result of an insured **occurrence**, we cover insured personal property removed from the **premises** to protect it from loss or damage.

This coverage applies subject to the following conditions:

- a) The property is insured solely against the perils covered by this insurance policy.
- b) The coverage period is 90 consecutive days, but not beyond the expiry of this insurance policy.

11) Property When Moving to Another Home

We cover insured personal property when you move, up to the amount of insurance written on the *Coverage Summary Screen for Coverage 2 – Personal Property (Contents)*.

This coverage applies subject to the following conditions:

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

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

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

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

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

12) Change of Temperature

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

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

13) Damage to Dwelling During a Theft or Attempted Theft

We insure damage caused to your dwelling during a theft or attempted theft. We will pay a maximum amount of \$1,000.

14) Property Kept in a Safe Deposit Box

We insure damage caused by an insured peril to your property kept in a safe deposit box or vault located at a financial institution.

15) Personal Property Owned by a Family Member Residing in a Resident Health Care Facility :

For purpose of this coverage :

Resident health care facility means an institution that provides health care services to persons who live on the **premises**. However, resident health care facility does not include a hospital, rooming or boarding house, alcoholism or drug addiction rehabilitation facility, orphanage, reformatory or correctional institution or halfway house.

Family member means your parent, son, daughter, brother, sister or **spouse** who is a resident in a resident health care facility and of whom you have custody by court order, power of attorney, or other valid mandate.

We insure personal property owned by any family member that is normally kept at a resident health care facility, provided such property is not insured under any other policy.

We will pay a maximum amount of \$1000.

16) Damage by Emergency Services

We insure damages caused to your dwelling during an emergency service intervention, such as, police, fire or ambulances services, when this intervention is carried out for your safety or security.

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

## Insured Perils

You are insured against all risks of direct loss or damage to insured property.

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

## Property Excluded

### WE DO NOT INSURE:

- 1) Any property illegally acquired or kept.
- 2) Any property lawfully seized or confiscated.
- 3) Personal property normally kept at any location other than the dwelling described on the *Coverage Summary Screen*.  
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**.
- 7) a) Swimming pools designed for above-ground or semi inground installation, which are installed outside the dwelling building and their equipment, regardless of where the equipment is located.  
b) Uninstalled swimming pools designed for above-ground or semi-inground installation and their equipment, wherever located.  
c) Patios and decks not attached to the dwelling building and giving direct access to swimming pools.
- 8) Docks other than those insured under *Coverage 2 – Personal Property (Contents)*.
- 9) a) Motorized vehicles, other than those insured under paragraphs 1) a) and 2) a) of *Coverage 2 – Personal Property (Contents)*.  
b) Parts, furnishings, equipment and accessories designed exclusively for motorized vehicles, other than those insured under *Coverage 2 – Personal Property (Contents)*, that you own or that are in your care, custody or control.  
c) Trailers other than those insured under *Coverage 2 – 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 2 – Personal Property (Contents)*.
- 11) Personal property of co-tenants, roomers or boarders who are not related to you, unless they are named on the *Declarations*.
- 12) Wind turbines, where loss or damage is caused by:
  - wind, hail, or the weight of ice, snow or sleet;
  - collapse.
- 13) Animals, except where loss or damage is caused directly by one of the following insured perils:
  - Fire;
  - Lightning;
  - Fluctuations in artificially generated electric currents;
  - Explosion;
  - Smoke;

- Riot;
- Vandalism;
- Water damage;
- Hail;
- Windstorm;
- **Transportation accidents;**
- Impact by objects which strike the exterior of the dwelling building or its **detached private structures;**
- Loss or damage caused by a **pollutant;**
- Collapse of a building or any part thereof on the **premises.**

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 2 and 4, 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**

b) by a **data problem.**

4) Defects

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

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

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

5) Earthquake, Erosion and Other Geological Phenomena

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by earthquake, volcanic eruption, avalanche, landslide, subsidence, tidal wave, seiche, 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:

a) the drying out, irrigation or drainage of the ground.

b) cold, heat, freezing or thawing.

c) the weight of a building, backfill or any other installation.

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

7) Faulty Material or Workmanship

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

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

8) Flood

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

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

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

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

9) Freezing

WE DO NOT INSURE breakage caused by freezing to:

a) Property located outside a building.

b) A building or the personal property inside when the building is unheated during the regular heating season.

- c) A building or the personal property inside when the building is heated during the regular heating season but the **premises** have been unoccupied for more than seven consecutive days.  
However, exclusion c) above does not apply if, beyond that seven-day period:
- you arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained; or
  - you shut off the water supply and drained all the installations and appliances.
- 10) Glass Breakage  
WE DO NOT INSURE glass breakage which occurs while the building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.  
This exclusion applies from the date that construction begins or the date that the dwelling building becomes **vacant**.
- 11) Gradual Damage  
WE DO NOT INSURE:
- a) Wear and tear to, or gradual deterioration of, property.
  - b) Loss or damage caused by rust, corrosion, dampness, condensation, extremes of temperature, wet or dry rot, **fungi or spores**.
  - c) Repeated damage to property.
- However, we insure loss or damage caused directly to insured property by an insured peril resulting from such gradual damage.
- 12) Impact by Water-borne Objects  
WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by impact by water-borne objects, including ice.  
This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.  
However, we insure loss or damage caused directly to insured property by a fire or explosion resulting from such an impact.
- 13) Loss or Damage Caused by Animals  
WE DO NOT INSURE loss or damage caused by vermin, insects, birds, rodents, raccoons and bats.  
However, we insure loss or damage to:
- insured property caused directly by an insured peril resulting from loss caused by such animals;
  - building glass.
- 14) Loss or Damage Caused by a Pollutant  
WE DO NOT INSURE:
- a) Loss or damage caused by **pollutants** (including fuel oil) which are discharged, dispersed or released or which escape as part of an industrial or agricultural activity.  
However, we insure loss or damage caused directly to insured property when such discharge, dispersal, release or escape results from an insured peril.  
We also insure loss or damage caused directly to insured property by an insured peril resulting from such discharge, dispersal, release or escape.
  - b) Loss or damage caused by the discharge, dispersal, release or escape of fuel oil from:
    - any tank, apparatus or supply line located on the **premises**;
    - any tank, apparatus or supply line that you own or that is in your care, custody or control, wherever located.
 Exclusion b) above applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.  
However, we insure loss or damage caused directly to insured property when such discharge, dispersal, release or escape results from a fire or explosion.  
We also insure loss or damage caused directly to insured property by an insured peril resulting from such discharge, dispersal, release or escape.
- 15) Marring, Scratching or Breakage  
WE DO NOT INSURE marring or scratching of any property or breakage of any fragile articles, except if such loss or damage is caused directly by one of the following insured perils:
- Fire;
  - Lightning;
  - Fluctuations in artificially generated electric currents;
  - Explosion;
  - Smoke;
  - Impact by objects;
  - 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 resulting from such minerals' reaction.

19) Rental of Your Dwelling

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

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

20) Settling

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

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

We also insure damage to glass that is part of the improvements and betterments made, acquired or rented by you.

21) Terrorism

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

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

22) Theft or Attempted Theft

WE DO NOT INSURE loss or damage 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 Screen* or the residence of **students** insured under this insurance policy.

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

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

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

- c) Of any part of a dwelling building under construction on the **premises**.

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

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

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

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

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

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

23) Use of Premises

WE DO NOT INSURE **occurrences** that occur while all or part of the **premises**, including the dwelling building or **detached private structures**, is used, with your knowledge, for:

- a) **Business** purposes not mentioned on the *Coverage Summary Screen*
- b) Farming purposes for **remuneration** not mentioned on the *Coverage Summary Screen*.
- 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, even if we agreed to maintain this insurance policy in force during the construction.

Exclusion (a) above applies from the date construction begins.

- b) Committed while the dwelling building is **vacant**

Exclusion (b) above applies from the date the vacancy begins unless we agreed to maintain this insurance policy in force during the vacancy period.

- c) Resulting from the use of all or part of the **premises** for drug operations.

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

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:
  - Eaves troughs, downspouts or rain water 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, exclusion c) does not apply:

- To inground swimming pools and their equipment, if you cut off the water supply and drained all installations and appliances before the winter;
- To spas and saunas and their equipment, when the **premises** are unoccupied for more than seven consecutive days during winter, if you cut off the water supply and drained all installations and appliances.

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

#### 28) Water Table

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

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

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

#### 29) Wilful Negligence or Criminal Act

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

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

#### 30) Work on Property

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

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

## Basis of Settlement

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

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

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

### Increasing of Amounts of Insurance (Inflation Related)

In the case of an insured **occurrence**, we will automatically increase the amounts of insurance written for Coverage 2 and 4 on the *Coverage Summary Screen* up to the percentage written on the *Coverage Summary Screen* since the most recent change to these amounts.

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

### Deductible

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

The deductible applies before any limitation.

When the same incident applies to both home and automobile insurance contracts, the highest deductible is the only one applicable.

### Personal Property

For loss or damage sustained by personal property insured under *Coverage 2 – 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 2 – Personal Property (Contents)*.

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

The 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.

## 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 Coverage 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 10 – Legal Liability

The amount of insurance written on the *Coverage Summary Screen* for Coverage 10 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 Screen* 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 Screen* 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 Screen*.

- 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 Screen*;
- is not described on the *Coverage Summary Screen*, provided:
  - such boat or **watercraft** is not more than 8 metres (26 feet) in length; and
  - when equipped with one or more outboard motors, the individual or combined power of such motor(s) do not exceed 19 kW (25 HP) in total per boat or **watercraft**;
  - when equipped with one or more inboard or inboard-outboard motor(s), the individual or combined power of such motor(s) do not exceed 38 kW (50 HP) in total per boat or **watercraft**.

- is newly acquired after the effective date of this policy, provided such boat or watercraft has the same characteristics as the boat(s) or **watercraft** described on the *Coverage Summary Screen*.

The coverage period is 30 consecutive days.

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

- d) The use or operation of boats or **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 10 – 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;
- The following electric vehicles with a maximum speed of 32 km/h:
  - Scooters;
  - Bicycles;
  - Any other similar personal carrier;
- Electric vehicles for children with a maximum speed of 10 km/h.



f) The use of a motorized vehicle, its trailer or its equipment not owned by any **Insured**, provided the vehicle:

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

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

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

**WE DO NOT INSURE:**

- a) Claims arising from the sale of a commercial or industrial building or a residential building containing more than six dwelling units.
- b) **Property damage**, including resultant loss of use, to property:
  - you own or use;
  - in your care, custody or control or for which you are liable as a tenant or occupant;  
However, refer to *Coverage 10 – 2) Civil Liability for Premises You Do Not Own*.
  - as a result of work done on it;
  - owned by a person living with you in your household.
- c) Damage to an animal you own or in your custody.
- d) **Bodily injury** to you or to any person living with you in your household, other than your **residence employee**.
- e) Any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages.

2) Civil Liability for Premises You Do Not Own

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

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

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

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

3) Employers' Liability

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

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

4) Business and Business Property

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

- a) Activities during the course of your **business** which are not ordinarily incidental to your **business**.
- b) The temporary or part-time **business** pursuits of an **Insured** under 21 years of age or a **student** covered by this insurance policy.
- c) The use of part of the dwelling building or **private detached structures** for your **business**, if mentioned on the *Coverage Summary Screen*.

5) Rental Activity

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

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

## Additional Agreements

If a claim is made against you for which you are insured under *Coverage 10 – 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 10 – Legal Liability* written on the *Coverage Summary Screen* in payment of settlements. In addition to the amount of insurance for *Coverage 10 – 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 10 – Legal Liability*.
- 3) Any interest awarded by the court on that part of the judgment which is insured under *Coverage 10 – Legal Liability*.
- 4) Premiums, up to the amount of insurance for *Coverage 10 – Legal Liability*, for:
  - a) Bonds to release any property that is being held as security;
  - b) Appeal bonds required in any insured lawsuit involving you.

**HOWEVER, WE ARE NOT OBLIGATED** to apply for or provide these bonds.

- 5) Expenses which you have incurred for emergency medical or surgical treatment to others as needed immediately following an insured **occurrence**.
- 6) Reasonable expenses, EXCEPT loss of earnings, which you incur at our request.



## Coverage 11 – Voluntary Medical or Funeral Payments

An amount of insurance of \$5,000 for Coverage 11 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 12 – Voluntary Payment for Damage to Property

An amount of insurance of \$1,000 for Coverage 12 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 12

- 1) WE WILL PAY the actual cash value of the property, up to the amount of insurance for Coverage 12.

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 13 – 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:

- 1) You are released from any liability for the accident; and
- 2) 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 10 – Legal Liability*.

WE WILL NOT PAY benefits for any hernia injury.

### Benefits

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

#### Article 1 – Death

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

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

We can require an autopsy before we make payment.

#### Article 2 – Temporary Total Disability

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

However, we will not pay for the first seven days unless the disability lasts for six weeks or more.

#### Article 3 – Permanent Total Disability

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

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

#### Article 4 – Permanent Partial Disability

If the accident leads to your **residence employee** suffering the loss of, or permanent loss of use of, one or more of the following within 26 weeks of the accident, we will pay weekly indemnity for the number of weeks written in the *Schedule of Benefits*.

The number of weeks cannot exceed 100 in total.

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

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

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

#### Article 5 – Medical Expenses

We will also pay:

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

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

#### Conditions

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

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

#### Common Exclusions

The following exclusions apply to Coverage 10, 11, 12 and 13, 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**.
  - b) Unless otherwise mentioned on the *Coverage Summary Screen*, WE DO NOT INSURE claims arising out of your farming operations or any use of the **premises** for farming operations, if undertaken for **remuneration**.
  - c) Unless otherwise mentioned on the *Coverage Summary Screen*, WE DO NOT INSURE claims arising out of the rental of all or part of your dwelling to others for more than 30 days per calendar year, whether consecutive or not.  
However, refer to *Coverage 10 – 5) Rental Activity*.
- 2) Aircraft
  - a) WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of any aircraft, including scale models and drones, except for unmodified toys intended for children under 14 years of age.
  - b) WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of any location used as an airport or landing strip, and all necessary or incidental operations.

- 3) Assault or Harassment  
WE DO NOT INSURE claims arising out of indecent acts, sexual assault, sexual harassment, corporal punishment or abuse by you or with your express or implied consent or by any other person with your express or tacit consent.
- 4) Assumed Liability  
WE DO NOT INSURE claims arising out of any liability assumed by you only by contract, except those set out in paragraph b) of *Coverage 10 – 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:
  - a) any tank, device or supply line located on the **premises**.
  - b) 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.

## SECTION III ACCIDENT INSURANCE

This section describes the insurance offered for loss of life as a result of a fire in your principal residence.

### Coverage

In case of accidental death of an **Insured** caused directly and independently of all other causes by a fire occurring in your principal dwelling insured under *Section I – Property Damage Coverages* of the present insurance policy, we will pay the following benefits.

#### Benefit

Regardless of any other private or State insurance, in case of death which ensues within 12 months of the accident, we will pay to the **beneficiary** the following benefit:

For the named <b>Insured</b>	\$10,000
For the spouse of the named <b>Insured</b>	\$10,000
For each other person included in the definition of <b>Insured</b>	\$5,000

The amount of insurance shown in the *Coverage Summary Screen* is the maximum amount we will pay in respect of one accident regardless of the number of **Insureds** involved.

### Common Exclusions

The following exclusions apply to this Coverage.

- 1) Sickness  
WE DO NOT INSURE death caused directly or indirectly by sickness or disease unless the claimant establishes that such sickness or disease was contracted as a direct result of an accident covered by this section.
- 2) Suicide  
WE DO NOT INSURE death resulting from suicide of a person, or attempt thereof, whether sane or insane, prior to 2 years of continuous insurance.
- 3) War  
WE DO NOT INSURE death arising directly or indirectly from invasion, war or civil war, insurrection, rebellion, revolution, military or usurped power or by operation of armed forces while engaged in hostilities, whether war be declared or not.  
This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the death.
- 4) Terrorism  
WE DO NOT INSURE death arising directly or indirectly, 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 whether or not there are one or more other causes or events that contribute concurrently or in any sequence to the death.
- 5) Nuclear Incident  
WE DO NOT INSURE death caused directly or indirectly:
  - a) By any nuclear accident as defined in any nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion.
  - b) By contamination by radioactive material.This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the death.
- 6) Voluntary or Criminal Act  
WE DO NOT INSURE death voluntarily or criminally caused by you or at your direction.

### Conditions

#### Notice and Proof of Claim

When an accident takes place, you or the **beneficiary** must:

- Give notice of claim to us not later than 30 days from the date of accident;
- Within 90 days from the date of accident for which the claim is made, provide us with such proof of the circumstances of the accident as is reasonably possible.

#### Release and Subrogation

We will pay the benefit to the **beneficiary**. However, we may require as a precondition of payment:

- That you formally release us from further liability and, where authorized by Law, transfer to us your rights of recovery against others to the extent of such payment;
- That an autopsy be performed.

#### When Benefits Payable

We shall pay the benefits within 60 days after we have received proof of claim.

#### Action Against Us

You shall not bring an action against us until you have fully complied with all the terms of this policy, nor until the amount of loss has been ascertained.

#### Limitation of Actions

Every action or proceeding against us for the recovery of a claim under this Section shall be commenced within 3 years from the date on which the cause of action arose and not afterwards.