

# RESIDENTIAL CONDOMINIUM UNIT OWNERS INSURANCE POLICY

## RENTAL FORM COVERAGE

### A GUIDE TO YOUR POLICY

This policy consists of the Declaration Page, a Property Insurance section, a Liability Insurance section, and a Miscellaneous Coverages section.

The Declaration Page will show the insurance coverages that you have purchased.

The Property Insurance section describes insurance that may be purchased for your property. You should check with the Declaration you received from your Condominium Corporation office to ensure that you are purchasing appropriate amounts of insurance for the financial obligations you are assuming. All Condominium Corporation Declarations are not the same.

The Liability Insurance section describes the insurance for your legal liability to others because of bodily injury and property damage.

Statutory and Additional Conditions follow the three Sections.

This policy contains various exclusions and limitations that eliminate or restrict coverage. Please read it carefully.

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Insurance cannot be a source of profit. It is designed to indemnify you against actual losses or expenses incurred by you, or for which you are liable, arising from accidental events.

This policy is a legal contract that has been designed for you, based on the occupancy, use, services, utilities and other circumstances pertinent to your property that you disclosed to your broker or agent at the time you completed your application. When there is a change to any of these circumstances, be sure to notify your broker or agent accordingly.

In the event of loss or damage to your property, notify your broker, or us immediately.

### AGREEMENT

% ^ A | [ c a ^ A @ A • ~ | a } & ^ A ^ • & a a a A A c A [ | a ^ A c | } A | A a e { ^ } o A ^ A ^ | ^ a { A a a ~ a b & A A c @ A | { • A a A & } a a a } • A ^ o A ^ E V @ A a ^ & | a a a } A a e ^ A ~ { { a a ^ A c @ A coverages and amounts of insurance we have agreed to provide and the period for which they are provided. Failure to comply with any term or condition may result in the denial of a claim under this policy.

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

### DEFINITIONS

Í 6 cX] m-b1 fñ means bodily injury, sickness or disease or resulting death.

Í 6 i g] bYggí means any full time or part time pursuit undertaken for financial gain including a trade, profession, or occupation.

Í 6 i g] bYggí DfYa ]gYgí { ^ a } • A c @ A | ^ { a ^ • A } A c @ A a a • a ^ • • A A } a ~ & a a E | [ ] ^ i c A ^ } c a A A @ | ^ A | A a a A others, or held for rental.

Í 7 Ua] 7 UfXgí means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank account or other account.

Í 7 ca dYbgUhc f m8 Ua U] Yg- A ^ a } • A a a a e ^ A ^ | A e a a a a A a e { ^ } o A | A e c a a b | ^ A A & } [ { a A | • • E A % [ { ] ^ } • a | ^ A a a a e ^ • A [ include punitive or exemplary damages.

**Í 7 cbXca ]b]i a 7 cfdcfUjcbî** means a condominium or strata corporation established under provincial legislation.

**Í 7 cbXca ]b]i a 1 ]h]Ck bYfî** means an owner of a residential unit+forming part of property owned by a condominium or strata corporation.

**Í 8 UHÎ** means representations of information or concepts, in any form.

**Í 8 UHDFcVYa î** means:

1. error in creating, amending, entering, deleting [ ]
2. error in creating, amending, entering, deleting [ ]
3. damage to electronic data processing equipment or other related component system, process or device.

**Í 8 YWUfUjcb`DUÛ YÎ** { ^ } means and address, the description and location of the insured property, the policy term, the amount of coverage, and premium amounts.

**Í 8 YHUV YX`Df]j UHY`Ghfi Wfi rYî** { ^ } and which are on % and % }

**Í 8 ] ]HU`5 ggYngî** means electronic files for which a fee has been paid that are downloaded and stored on home % }

**Í 8 ca Ygh]W: i Y`HUB\_î** means a permanently installed, above-ground % domestic fuel tank(s)+that is part of a heating unit for the insured % or for the insured % detached private structure(s)+ The % domestic fuel tank+includes equipment, apparatus or piping which forms part of the permanent % domestic fuel tank+installation. A permanently installed % domestic fuel tank(s)+located in the basement of an insured % or an insured % detached private structure(s)+is to be deemed to be above-ground.

**Í 8 ca Ygh]WWater Containerî** means a device or apparatus for personal use on the % premises+for containing, heating, chilling, or dispensing % water+.

**Í Electronic Mediaî** means media that uses electronics or electromechanical audience to access content (opposite of print media). Video and audio recordings, multimedia presentations, CD, DVD.

**Í : Ufa î** means an area of land and buildings for the growing of crops and/or raising of animals.

**Í : `ccXî** includes, but is not limited to waves, tides, tidal waves, tsunami, storm surge, or seiche; the overflow of any à[ â` ] % -made, breakage or overflow of man-made dikes, flood walls, levees or similar % }

**Í : i b] ]î** 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 % }

**Í ; fci bX`k UHfî** { ^ } s, seeps, or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors.

**Í :W`8 Ua a ]b] î** means when melted snow refreezes forming a dam that can trap % water+under shingles or other roof finishing layers causing leaks through roof deck joints and nail holes.

**Í @U\_Û Yî** means the accidental entry, escape or release of % water+or other fluid through a gap, flaw or other opening.

**Í @[ U` ]U] ]mî** means responsibility which courts recognize and enforce between persons who sue one another.

**ÍDYfgcbU`HfUbgdcfHfÍ** means a self-balancing, electric-powered transportation device able to turn in place and designed for one person, with a top speed of 20 km/h.

**ÍDc`i HuhÍ** means any solid, liquid, gaseous, or thermal irritant or contaminant, including vapour, alkalis, chemicals, oil that is contained in a ...

**"Premises** ... occupancy only.

Under SECTION 2 LIABILITY COVERAGE ...

- 1. ...
2. individual or family cemetery plots or burial vaults;
3. ...
4. land in Canada where an independent contractor is building a one, two or three-family residence to be occupied by ...
5. ...
6. any ...
7. ...
8. ...

**%DfcdYfHm8 Ua UÍ YÍ** means damage to, or destruction of, or loss of use of tangible property.

**"Residence Employee"** { ... }

**Í GYdUÍ YÍ** { ... }

**Í GdWYqYX`DYf]gÍ** means, subject to the exclusions and conditions in this policy:

- 1. fire;
2. lightning;
3. explosion;
4. ...
5. ...
6. impact by aircraft or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. ...
10. windstorm or hail;
11. transportation meaning loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried.

**Í GdcfYfHÍ** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from ...



**BROAD FORM SECTION 1  
PROPERTY COVERAGES**

**ALL THE STATUTORY AND ADDITIONAL CONDITIONS OF THIS  
POLICY APPLY TO ALL COVERAGES OF SECTION 1 & 2**

**COVERAGES**

The amounts of insurance are shown in the schedule. The amounts include the cost of removal of debris of the property insured by this policy as a result of an Insured Peril. When the damage to the property plus the cost of cleaning and removal of debris exceed the limit of insurance for the damaged property, an additional 5% of the limit of insurance on the damaged Personal Property will be available to cover debris removal expenses.

If you must remove insured property from your premises to protect it from loss or damage, it is insured by this policy for 30 days or until your policy term ends - whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

**COVERAGE A - PERSONAL PROPERTY**

The description of Personal Property in the Residential Condominium Unit Owners Insurance Policy is as follows:

1. **ON PREMISES:** We insure the contents of your unit and other personal property you own wear or use while on your premises which is usual to the ownership or maintenance of a condominium unit. If you wish, we will include uninsured personal property of others, while it is on your premises but we do not insure property of tenants, roomers or boarders who are not related to you.
2. **OFF PREMISES:** We insure your personal property for an additional amount of up to 10% of the amount of your policy limit while it is temporarily away from your premises, anywhere in the world. This includes personal property newly acquired by you and in your possession when there has not been an opportunity to take such property to your premises.
  - < Personal property normally kept at any other location you own, rent or occupy is not insured.
  - < Personal property stored in a warehouse is only insured for the peril of theft.
  - < If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee travelling for you to a maximum of \$1,500.
  - < Personal property of students residing away from home is insured up to a limit of \$5,000 for each student.
  - < Personal property of a parent or family member who is dependent on you for support or maintenance, while residing in a nursing home or other health-care facility, is insured up to a limit of \$2,500.
  - < Personal property belonging to others which is in your possession while you are acting as a volunteer is limited to \$1,000.
  - < Personal property that you are moving to a new principal residence in the province of Ontario is insured while in transit and while at your new principal residence for up to 30 consecutive days beginning the day you start your move. The amount of insurance will be divided in the proportion that the value of the property at each premise and in transit bears to the value of all your personal property, at the time of loss.

**Property Not Included As Personal Property**

The following property is not covered:

- < Jewellery, watches, gems, fur garments and garments trimmed with fur, up to \$10,000 in all;
- < Numismatic property (such as coin collections and bank note collections) up to \$500 in all;
- < Collectables, meaning specifically, sports cards, sports memorabilia, and comic book collections up to \$2,500 in all;
- < Stamps and philatelic property (such as stamp collections) up to \$2,000 in all;
- < Silverware, meaning silverware, silver-plated ware, goldware, gold-plated ware and pewterware up to \$10,000 in all.
- < Securities, books of account, deeds, evidences of debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit for an amount up to \$3,000 in all;

- < Lawn and garden tractors or golf carts including attachments and accessories up to \$15,000 in all;
- < Watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all. These are insured only for specified perils and theft or attempted theft. Loss or damage from windstorm or hail is insured if they were inside a fully enclosed building. Canoes and rowboats are also insured while in the open;
- < Computer software and data up to \$1,000 in all, including the cost of gathering or assembling information or data;
- < Antiques only for their depreciated value (antique value is not covered unless specifically scheduled);
- < Parts for motorized vehicles that are not yet installed up to \$2,000 in all;
- < Bicycles and related equipment up to \$1,000 for any one bicycle or unattached piece of equipment;
- < Utility trailers up to \$1,000 in all;
- < Motor vehicles up to \$1,000 for any one unattached piece of equipment;
- < Electric bicycles up to a maximum of \$3,000 for any one electric bicycle.

We insure the following equipment, except:

- < motorized wheelchairs;
- < scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability and are not subject to motor vehicle registration;
- < watercraft;
- < motorized lawn mowers, lawn and garden tractors up to 22kW (30 HP), other gardening equipment or snow blowers (subject to Special Limits Applicable to Some Personal Property);
- < golf carts that are not subject to motor vehicle registration;
- < electric bicycles and scooters, maximum speed 32 km/h and are not subject to motor vehicle registration;
- < motor vehicles, maximum speed 40 km/h and are not subject to vehicle registration.

### COVERAGE C - UNIT IMPROVEMENTS

The description of Unit Improvements in the Residential Condominium Unit Owners Policy is as follows:

We insure unit improvements made by you or acquired at your expense. Unit improvements are any upgrades or alterations to the unit as defined in the laws of the Condominium Corporation under clause 56 (1) (h) of the Condominium Act, 1998 Ontario or as described in the schedule mentioned in clause 43 (5) (h) of the Condominium Act 1998 Ontario, including, but not limited to:

- < Motor vehicles;
- < Unit floor or wall or window coverings;
- < Buildings or structures on the premises;
- < Swimming pools, hot tubs, saunas and attached equipment on the premises;
- < Materials and supplies on the premises for use in such improvements.

### COVERAGE D - ADDITIONAL PROTECTION FOR BUILDING

The description of Additional Protection for Building in the Residential Condominium Unit Owners Policy is as follows:

We insure items of real property that pertain exclusively to your condominium unit and that are not part of the building as defined in the laws of the Condominium Corporation under clause 56 (1) (h) of the Condominium Act, 1998 Ontario or as described in the schedule mentioned in clause 43 (5) (h) of the Condominium Act 1998 Ontario.

We insure the physical structure of your unit (excluding improvements made or acquired by you), if the Condominium Corporation has no insurance, its insurance is inadequate, or it is not effective.

We will pay up to \$1,000 (or the amount shown on the Declaration Page) for any loss or portion of a loss that results from a deductible in the insurance policy of the Condominium Corporation and in accordance with clause 105 of the Condominium Act, 1998 Ontario.

**COVERAGE E - LOSS ASSESSMENT CHARGES**

The description of Loss Assessment Charges in the Residential Condominium Unit Owners Policy is as follows:

We will pay for your share of any special assessment if:

- (a) the assessment is valid under the Condominium Corporation's governing rules, and
- (b) it is made necessary by a direct loss to the collectively owned condominium property caused by an Insured Peril in this policy.

We will pay up to \$10,000 (or the amount shown on the Declaration Page) for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation and in accordance with clause 105 of the Condominium Act, 1998 Ontario.

**ADDITIONAL COVERAGES**

1. **Lawns, Outdoor Trees, Shrubs and Plants:** You may apply up to 5% of the amount of insurance on your Personal Property to lawns, trees, shrubs and plants on your premises. We will not pay more than \$2,500 for any one lawn, tree, shrub or plant, including debris removal expenses.

We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts.

We do not insure items grown for commercial purposes.

2. **Pollution Damage - Insured Premises:** If a sudden and unintentional event occurs during the policy term resulting in pollution or contamination of property of the insured premises, which is required to be reported to any provincial authority, we will pay up to \$500, in any one policy year, subject to the policy deductible, for costs to remove and restore property of the insured premises.

4. **Inflation Protection:**

By amounts which are solely attributable to the inflation increase:

- < since the inception date of this policy; or
- < the latest renewal date, or
- < from the date of the most recent change to the amounts of insurance shown on the schedule, whichever is the latest.

U) the latest renewal date, or the date of the most recent change to the amounts of insurance shown on the schedule, whichever is the latest.

8. **Fire Department Charges:** We will pay for the cost of fire department services to protect insured property from loss or damage, or further loss or damage, due to an insured peril. No deductible applies to this Additional Coverage.

9. **Arson or Theft Conviction Reward:** We will pay for information which leads directly to the conviction of any person or persons who rob from any person insured under this policy, or steal, vandalize, burglarize or commit arson to any covered property insured by this policy. The \$1,000 maximum payment under this section applies regardless of the number of persons providing information. No deductible applies to this Additional Coverage.

11. **By-Law Coverage:** We will pay an additional amount up to \$10,000 for the increased cost of demolition, construction, or repair to comply with any law regulating the zoning, demolition, repair or construction of buildings and their related services. Coverage is extended to pay for:
1. the cost of demolition, construction, or repair to comply with any law regulating the zoning, demolition, repair or construction of buildings and their related services.
2. the cost of demolition, construction, or repair to comply with any law regulating the zoning, demolition, repair or construction of buildings and their related services.

3. any increase in the cost of repairing, replacing, constructing or reconstructing an adjacent site, of like height, floor area and style, and for like occupancy; arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which:
  - a) regulates zoning or the demolition, repair or construction of damaged buildings or structures; and
  - b) is in force at the time of such loss or damage.

1. more than the minimum amount required to comply with an enforceable by-law, regulation, ordinance or law;

2. the additional costs caused by the enforcement of any by-law, regulation, ordinance or law from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy.

**INSURED PERILS**

We insure your Personal Property, Unit Improvements, Additional Protection for Building, and Loss Assessment Charges against direct physical loss or damage, subject to the exclusions, limitations and conditions of this form.

**LOSS OR DAMAGE NOT INSURED**

**Property Excluded:**

We do not insure loss of or damage to:

1. your insured personal property when your condominium unit has to your knowledge, been vacant for more than 30 consecutive days;
2. units that are used as a second home or for other purposes not intended;
3. buildings or structures used in whole or in part or designed for commercial or business purposes unless declared on the Declaration Page;
4. any property illegally acquired or kept;
5. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
6. property resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
7. lawns, outdoor trees, shrubs or plants except as provided under Additional Coverages of Residential Condominium Unit Owners Insurance Policy;
8. property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
9. household pets, unless the loss or damage is caused by a Specified Peril other than item (6) "impact" or item (11) "transportation";
10. sporting equipment where the loss or damage is due to its use;
11. property at any fairground, exhibition or exposition for the purpose of exhibition or sale;
12. retaining walls not constituting part of any insured building, except for Fire, Lightning, Impact by Land Vehicle or Aircraft or Vandalism and Malicious Acts;
13. buildings and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substance Act, whether or not the insured is aware of such use of the property.
14. livestock;

**Perils Excluded**

We do not insure loss or damage caused by:

15. by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
16. by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning, or explosion of natural, coal or manufactured gas;
17. by contamination by radioactive material;
18. by or resulting from contamination or pollution or the release, discharge or dispersal of contaminants or pollutants, except damage to personal property and unit improvements and betterments caused by the sudden and accidental escape of fuel from a permanently installed domestic fuel tank (including any attached equipment, apparatus or piping) that is part of a heating unit for the insured condominium unit or second home, or as provided under Additional Coverages of Residential Condominium Unit Owners Insurance Policy;
19. by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, mold or spore(s), or contamination;



20. by scratching or marring of any property or breakage of any fragile or brittle articles unless caused by a specified Peril; impact by watercraft or aircraft, or theft or attempted theft;
21. by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects, bats or household pets, except loss or damage to building glass;
22. by an intentional or criminal act or failure to act by:
  - (a) any person insured by this policy; or
  - (b) any other person at the direction of any person insured by this policy; or
  - (c) any person who consents to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
  1. This exclusion applies only to the claim of a person:
    - i) whose act or omission caused the insured loss or damage;
    - ii) who abetted or colluded in the act or omission;
    - iii) who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
    - iv) who is in a class prescribed by regulation.
  2. An insured person to whom this exclusion does not apply:
    - i) must cooperate with the insurer and provide access to the insurer's representatives to examine the property and to produce for examination any documents or records in the insurer's possession, custody or control, or to permit extracts and copies of such documents to be made, all at a reasonable time and in a reasonable manner;
      - < by producing for examination any documents or records in the insurer's possession, custody or control, or to permit extracts and copies of such documents to be made, all at a reasonable time and in a reasonable manner;
      - < by permitting extracts and copies of such documents to be made, all at a reasonable time and in a reasonable manner;
    - ii) cannot recover more than their proportionate interest in the lost or damaged property.
23. or due to the cost involved to correct faulty material, workmanship, or design;
24. by settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
25. by smoke from agricultural smudging or industrial operations;
26. by buildup of smoke. Smoke damage must be sudden and accidental;
27. by any earth movement including, but not limited to, earthquake, landslide, snow slide, ice slide, or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
28. by collapse of:
  - a) outside property such as awnings, fences, or trellises unless resulting from structural collapse of foundations, walls, floors or roof of a building;
  - b) patios, driveways, walks or retaining walls, outdoor radio and/or television antennae, towers, satellite receivers and their attachments;
29. by water unless the loss or damage directly resulted from:
  - (a) the sudden and accidental escape of water from any pipe, tank, boiler, furnace, or other appliance, or from any structure, or from any vessel;
  - (b) the sudden and accidental escape of water from any pipe, tank, boiler, furnace, or other appliance, or from any structure, or from any vessel, if the escape is caused by a defect in the pipe, tank, boiler, furnace, or other appliance, or structure, or vessel, or if the escape is caused by a defect in the workmanship or materials of the pipe, tank, boiler, furnace, or other appliance, or structure, or vessel;
  - (c) The sudden and accidental escape of water from any pipe, tank, boiler, furnace, or other appliance, or from any structure, or from any vessel, if the escape is caused by a defect in the pipe, tank, boiler, furnace, or other appliance, or structure, or vessel, or if the escape is caused by a defect in the workmanship or materials of the pipe, tank, boiler, furnace, or other appliance, or structure, or vessel, or if the escape is caused by a defect in the workmanship or materials of the pipe, tank, boiler, furnace, or other appliance, or structure, or vessel;
  - (d) any other cause of water damage unless the loss or damage is caused by a defect in the pipe, tank, boiler, furnace, or other appliance, or structure, or vessel, or if the loss or damage is caused by a defect in the workmanship or materials of the pipe, tank, boiler, furnace, or other appliance, or structure, or vessel;
  - (e) any other cause of water damage unless the loss or damage is caused by a defect in the pipe, tank, boiler, furnace, or other appliance, or structure, or vessel, or if the loss or damage is caused by a defect in the workmanship or materials of the pipe, tank, boiler, furnace, or other appliance, or structure, or vessel;



Otherwise the basis of claim payment will be the Actual Cash Value of the damage on the date of the occurrence.

We will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation:

- < The condition of the property immediately before the loss or damage;
- < The use of the property and its obsolescence;
- < Its resale value; and
- < Its normal life expectancy.

"Replacement Cost" means the cost, at the time of loss, of repairs or replacement (whichever is lower), with new property of similar kind and quality and usefulness, without deduction for depreciation.

Loss of items such as fine arts, antiques, paintings, and articles which, by their inherent nature, cannot be replaced with a comparable article will not be settled on a Replacement Cost basis.

If the loss or damage is not replaced or repaired within a reasonable time, we will pay the Actual Cash Value of the loss or damage at the date of the occurrence.

**Insurance Under More Than One Policy:** If you have insurance on specifically described property, our policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up. In all other cases, our policy will pay its rateable proportion of an insured loss.

**Waiver of Rights:** We agree to waive our rights to any claim against the Condominium Corporation, its Directors, Property Managers, agents or employees of the Condominium, except for arson, fraud and vehicle impact. We will not consider independent contractors as being agents or employees of the Condominium Corporation, its Directors, Property Managers or of the unit owners.

**LIABILITY INSURANCE SECTION 2**

**COVERAGES**

This insurance applies only to accidents or occurrences that take place during the term of this policy.

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

**COVERAGE E - LEGAL LIABILITY**

We will pay all sums which you become legally liable to pay as a result of an accident because of unintentional bodily injury or property damage.

The amount of insurance is the maximum amount we will pay, under one or more Sections of Coverage E, for all accidents or occurrences other than as provided under Defense, Settlement, Supplementary Payments.

You are insured for claims made against you arising from:

1. **Personal Liability** . legal liability arising out of your personal actions anywhere in the world.

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

- (a) the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is shown in this policy;
- (b) damage to property you own, use, occupy or lease;
- (c) damage to property in your care, custody or control;
- (d) damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
- (e) bodily injury to you or to any person residing in your household other than a residence employee.

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

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

- (a) damage to property you own, use, occupy, lease, sell, give away or abandon;
- (b) damage to property in your care, custody or control;
- (c) damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
- (d) bodily injury to you or to any person residing in your household other than a residence employee.

3. **Tenants Legal Liability** . Legal liability for property damage to premises, or their contents, which you are using, renting or have in your custody or control caused by:

- (a) fire,
- (b) explosion,
- (c) smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises,
- (d) water escape from a heating, plumbing, sprinkler or air conditioning system or household appliance.

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

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

You are not insured for claims made against you resulting from the ownership, use or operation of aircraft, unmanned air vehicles, drones and their equipment, while being operated or maintained by your employee. You are not insured for liability imposed upon or assumed by you under any workers' compensation statute.

There are other exclusions that apply to the Liability Insurance Section. Refer to Loss or Damage Not Insured in this Section.

**DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS**

If a claim is made against you, we will defend you and pay the cost of defense, including reasonable attorney's fees, up to the limit of insurance under Coverage E. We will also pay the cost of settlement or judgment, up to the limit of insurance under Coverage E, if we are satisfied that the settlement or judgment is reasonable. We will also pay the cost of appeal, up to the limit of insurance under Coverage E, if we are satisfied that the appeal is reasonable. We will also pay the cost of reasonable expenses, including actual loss of income up to \$100 per day, which you incur at your request.

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

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

**COVERAGE F - VOLUNTARY MEDICAL PAYMENTS**

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

The sum of \$5,000 is the maximum amount we will pay in respect of one accident or occurrence.

You will pay:

- 1. expenses covered by any medical, dental, surgical or hospitalization plan or law or under any other insurance contract;

2. medical expenses of any person covered by any workers' compensation statute;
3. for claims arising out of the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is shown in this policy.

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

1. give us, as soon as possible, written proof of claim, under oath if requested;
2. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
3. authorize us to obtain medical and other records.

Proofs and authorizations may be given by someone acting on behalf of the injured person.

**COVERAGE G - VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY**

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

You are not insured for claims:

1. resulting from the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided by this policy;
2. for property you or your tenants own or rent;
3. which are insured under the Personal Property Insurance Section of this policy;
4. caused by the loss of use, disappearance or theft of property.

**Basis of Payment:** We will pay whichever is the least of the following:

1. the actual cash value of the property at the time of loss;
2. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
3. \$2,000.

We may pay for the loss in money or may repair or replace the property, and may settle any claim for loss of property either with you or the owner of the property. We may take over any salvage if we wish.

Within 60 days after the loss, you must submit to us (under oath if required) a Proof of Loss Form containing the following information:

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

If necessary, you must help us verify the damage.

**COVERAGE H - LOSS ASSESSMENT COVERAGE**

We will pay up to a total of 250% of the amount shown on the Declaration Page for Personal Property, in any one annual policy period for your share of special assessments if:

1. the assessments are valid under the Condominium Corporation's governing rules, and
2. the assessments are made necessary by occurrences to which this Section of the policy applies.

We will pay up to \$10,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation and in accordance with clause 105 of the Condominium Act, 1998 Ontario.

**COVERAGE I - VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES**

We will pay up to \$10,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation and in accordance with clause 105 of the Condominium Act, 1998 Ontario.



weeks after the accident, subject to a maximum of \$5,000.  
 names and addresses of witnesses.

**Notice of Accident or Occurrence**

a) names and addresses of witnesses.  
 b) names and addresses of witnesses.

c) submit to physical examination at medical and other records.  
 d) medical and other records.

**Autopsy**

There are other exclusions that apply to the Liability Insurance Section. Refer to Loss or Damage Not Insured in this Section.

**SPECIAL LIMITATIONS**

**Watercraft**

**Watercraft You Own:** You are insured against claims arising out of your ownership, use or operation of watercraft provided the watercraft does not exceed eight metres (26 feet) in length, or is equipped with an outboard motor or motors of not more than 19kW (25 HP) in total when used with or on a single watercraft, or has an inboard or an inboard-outboard motor of not more than 38kW (50 HP).

If you own any motors or watercraft larger than those stated above, you are insured only if they are shown on the policy. If they are acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of their acquisition.

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

1. the watercraft is being used or operated with the owner's consent;
2. the watercraft is not owned by anyone included in the definition of "you" or "your" in the Liability Insurance Section of this policy.

You are not insured for damage to the watercraft itself.

**Motorized Vehicles**

**Vehicles You Own:** You are insured against claims arising out of your ownership, use or operation of the following including their trailers and attachments:

1. self-propelled lawn mowers, snow blowers, lawn and garden tractors of not more than 22kW (30 HP), or implements used or operated mainly on your premises, provided they are not used for compensation or hire;
2. motorized golf carts while used or operated on your premises or while in use on a golf course;
3. motorized golf carts while used on any premises if coverage for the golf cart is shown on the Declaration Page;
4. motorized wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability;
5. while on the insured premises, recreational vehicles if they are designed for use off public roads and are not required to be registered under any government authority;
6. ...

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

1. the vehicle is not required to be registered under any government authority and it is designed primarily for use off public roads;
2. you are not using it for business or organized racing;
3. the vehicle is being used or operated with the owner's consent;

- the vehicle is not owned by anyone included in the definition of "you" or "your" in the Liability Insurance Section of this policy.

You are not insured for damage to the vehicle itself.

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

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

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

Claims arising from the following business pursuits are insured only if the properties or operations are declared on the Declaration Page:

- the rental of residential buildings containing not more than six units;
- the use of part of your residence by you for incidental office, school or studio occupancy.

**GENERAL EXCLUSIONS-SECTION 2**

You are not insured for bodily injury or property damage indirectly from:

- war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- bodily injury or property damage which is also insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of Insurers regardless of exhaustion of such policy limits or its termination;
- your business or any business use of your premises except as specified in this policy;
- the rendering or failure to render any professional service;
- bodily injury or property damage caused by any intentional or criminal act or failure to act by:
  - any person insured by this policy; or
  - any other person at the direction of any person insured by this policy;
- the ownership, use or operation of any aircraft, unmanned air vehicles, drones and their equipment, or premises used as an airport or landing strip, and all necessary or incidental operations;
- the ownership, use or operation of any motorized vehicle, trailer or watercraft except those for which coverage is provided in this policy;
- the ownership, use or operation of any watercraft during participation in any race or speed contest other than a sailboat;
- the transmission of communicable disease by any person insured by this policy, or arising out of the failure of any person insured by this policy to take steps to prevent the transmission or spread of any communicable disease;
- the distribution of any biological product;
- the distribution of any biological product;
- (a) directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of fungi or spores however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of fungi or spores; or  
 (b) any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with (a) above; or  
 (c) any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (a) or (b) above.



14. any actual or alleged abuse or molestation, meaning any form of actual or threatened sexual, physical, psychological, mental and/or emotional abuse, molestation or harassment, including corporal punishment, directly or indirectly, by:
  - (a) any person or named insured who is insured by this policy;
  - (b) any person or named insured who is insured by this policy having knowledge of such an activity taking place;
  - (c) any person or named insured who is insured by this policy failing to prevent such activity from taking place;
  - (d) at the direction of any person or any named insured who is insured by this policy;
15. **terrorism** regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

**CONDITIONS**

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

1. your name and policy number;
2. the time, place and circumstances of the accident;
3. the names and addresses of witnesses and potential claimants.

**Cooperation:** you are required to:

1. help us obtain witnesses, information and evidence about the accident and cooperate with us in any legal action if we ask you;
2. immediately send us everything received in writing concerning the claim including legal documents.

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

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

**Action Against Us - Coverages F, G, H and I:** you shall not bring suit against us until you have fully complied with all the terms of this policy, nor until 60 days after the required Proof of Loss Form has been filed with us.

**Insurance Under More Than One Policy:** If you have other insurance which applies to a loss or claim, or would have applied if this policy did not exist, your policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

## CONDITIONS CONDITIONS REQUIRED BY LAW

With respect to Liability Coverage, Statutory Conditions 1, 3, 4, 5 and 15 only apply. Otherwise, all of the Conditions set forth under the titles Statutory Conditions and Additional Conditions apply with respect to all of the perils insured by this policy except as these Conditions may be modified or supplemented by the Forms or Endorsements attached.

### STATUTORY CONDITIONS

1. **MISREPRESENTATION.** If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.
2. **PROPERTY OF OTHERS.** Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.
3. **CHANGE OF INTEREST.** The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act (Canada) or change of title by succession, by operation of law, or by death.
4. **MATERIAL CHANGE.** Any change material to the risk and within the control and knowledge of the insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.
5. **TERMINATION.**
  - (1) This contract may be terminated,
    - (a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
    - (b) by the Insured at any time on request.
  - (2) Where this contract is terminated by the Insurer,
    - (a) the Insurer shall refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time, but, in no event, shall the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified; and
    - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
  - (3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
  - (4) The refund may be made by money, postal or express company money order or cheque payable at par.
  - (5) The fifteen days mentioned in clause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
6. **REQUIREMENTS AFTER LOSS.**
  - (1) Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
    - (a) forthwith give notice thereof in writing to the Insurer;
    - (b) deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
      - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
      - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
      - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
      - (iv) showing the amount of other insurances and the names of other Insurers,

- (v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
  - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
  - (vii) showing the place where the property insured was at the time of loss.
- (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
- (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- (2) The evidence furnished under clauses (1) (c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.
7. **FRAUD.** Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars vitiates the claim of the person making the declaration.
8. **WHO MAY GIVE NOTICE AND PROOF.** Notice of loss may be given and proof of loss may be made by the agent of the Insured named in the contract in case of absence or inability of the Insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.
9. **SALVAGE.**
- (1) The Insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
  - (2) The Insurer shall contribute proportionately towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub condition (1) of this condition according to the respective interests of the parties.
10. **ENTRY, CONTROL, ABANDONMENT.** After loss or damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the Insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the Insurer is not entitled to the control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.
11. **APPRAISAL.** In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.
12. **WHEN LOSS PAYABLE.** The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.
13. **REPLACEMENT.**
- (1) The Insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
  - (2) In that event, the Insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.
14. **ACTION.** Every action or proceeding against the Insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.
15. **NOTICE.** Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the Province. Written notice may be given to the Insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

**ADDITIONAL CONDITIONS**

1. **NOTICE TO AUTHORITIES.** Where the loss is due to a malicious act, burglary, robbery, theft or attempt thereof, or is suspected to be so due, %you+must notify the police or other authority immediately.
2. **NO BENEFIT TO BAILEE.** % ^+will not recognize any assignment or provide any coverage for the benefit of any bailee, which includes any person or organization holding, storing, or transporting property for a fee regardless of any other provision of this policy.
3. **PAIR AND SET.** In the case of loss or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, %we+will pay only a reasonable and fair proportion of the total value of the set, and such loss or damage will not be understood to mean total loss of the set.
4. **PARTS.** In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, %we+will not pay for more than the insured value of the part lost or damaged, including the cost of installation.
5. **YOUR DUTY AFTER LOSS.** It is %our+duty in the event that any property insured by this policy is lost to take all reasonable steps to recover such property. %we+will contribute pro rata towards any reasonable and proper expenses in connection with such efforts according to the respective interests of the parties.
6. **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US.** %our+rights to recover any part of %our+loss, for which %we+have made or agreed to make payment under this policy, are transferred to %us+. %you+must not impair those rights and must help %us+enforce them. When the net amount recovered after deducting the costs of recovery is not enough to provide a complete indemnity for the loss or damage suffered, that amount will be divided between %you+and %us+in the proportion in which the loss or damage has been borne by %you+and %us+.
7. **AUTOMOTIVE FUELS.** Any fuels used for automotive purposes must be stored in accordance with government regulations.
8. **LIBERALIZATION CLAUSE.** During the term of this policy, if %we+adopt and publish for use any forms, endorsements or rules which would extend or broaden the insurance provided by this policy, without additional premium charge, either by endorsement or substitution, then such extended or broadened insurance will apply to loss occurring after the effective date of such adoption and publication as though such endorsement or substitution had been made.
9. **NON WAIVER.** % ^+Á @||Á [ Á^Á^Á^ { ^áÁ Á@Á^Á @Á^Á^Á^ ^Á!{ Á!Á} áá } Á-@Á [ Á Á Á @ |^Á!Á Á áá } unless %our+waiver is clearly stated and in writing, and is signed by a person authorized to do so. In addition, } ^á@!Á^Á^Á [ Á@Á^Á ^Á @Á^Á^Á^ ~||^Á} • á^!^áÁ Á@Á^Á @Á^Á^Á^ ^Á!{ Á!Á} áá } Á-@Á [ Á Á Á ^Á^Á^Á relating to the appraisal of the amount of a claim, the delivery or completion of proof, or the investigation of or adjustment of any claim under the policy.
10. **EXAMINATION OF INSURED**  
In the event of a claim under this policy, %you+must submit to examination under oath, at %our+request, and produce for examination at such reasonable place and time as designated by %us+or %our+representative, all documents in %our+possession or control that relate to the matters in question, and %you+must permit extracts and copies of such documents to be made.
11. **STANDARD MORTGAGE CLAUSE**  
Mortgage Conditions: It is hereby provided and agreed that subject to the terms of this mortgage condition (and these shall supersede any policy conditions in conflict therewith but only as to the interest of the mortgagee), loss under this policy is made payable to the Mortgagee specified on the %Declaration Page+  
(a) **Breach of Conditions by Mortgagor Owner or Occupant** - This insurance and every documented renewal thereof - as to the Interest of the Mortgagee only therein - is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy or the occupation of the property for purposes more hazardous than specified in the description of the risk;  
Provided always that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond 30 consecutive days, or of any transfer of interest or increased hazard that shall come to his knowledge; and that every increase of hazard (not permitted by the policy) shall be paid for

by the Mortgagee - on reasonable demand - from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

- (b) **Right of Subrogation** - Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that - as the Mortgagor or Owner - no liability therefor existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may as its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.
- (c) **Other Insurance** - If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee - at law or in equity - then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.
- (d) **Who May Give Proof Of Loss** - In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.
- (e) **Termination** - The term of this mortgage condition coincides with the term of the policy: Provided always that the Insurer reserves the right to cancel the policy as provided by Statutory condition but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory condition.
- (f) **Foreclosure** - Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

## CANNABIS COVERAGE ENDORSEMENT

This policy is amended as follows:

### A. Special Limits Applicable to Some Personal Property

Based on the level of coverage insuring the property insured on the policy to which this endorsement is attached:

#### Standard, Broad and Plus Form

The Special Limits Applicable to Some Personal Property section of the Policy to which this endorsement is attached is extended to include item #18.

"We" insure:

18. your legally owned cannabis seeds, plants and cannabis in all consumable forms, whether for medicinal or recreational use and all related equipment and paraphernalia, up to \$250 in all but only while on "your" "premises". "Actual Cash Value" will be the basis of claim payment for this Personal Property. Failure to comply, at any time, with the provisions of the Cannabis Act or any other provincial or federal law governing the possession, growing, cultivation or harvesting of cannabis, including limitations on the amount of cannabis plants per dwelling, will be deemed an illegal growing operation negating coverage under this Special Limit.

#### Limited Form

The Special Limits Applicable to Some Personal Property section of the Policy to which this endorsement is attached is extended to include item #21.

"We" insure:

21. your legally owned cannabis seeds, plants and cannabis in all consumable forms, whether for medicinal or recreational use and all related equipment and paraphernalia, up to \$250 in all but only while on "your" "premises". "Actual Cash Value" will be the basis of claim payment for this Personal Property. Failure to comply, at any time, with the provisions of the Cannabis Act or any other provincial or federal law governing the possession, growing, cultivation or harvesting of cannabis, including limitations on the amount of cannabis plants per dwelling, will be deemed an illegal growing operation negating coverage under this Special Limit.

### B. Property Excluded

Based on the level of coverage insuring the property insured on the policy to which this endorsement is attached the existing numerically identified exclusion is deleted and is replaced by the applicable exclusion that follows:

#### Plus Form

We do not insure loss or damage to:

13. buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;

#### Broad Form – Dwelling Building and Detached Private Structures

We do not insure loss or damage to:

10. buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any substance falling within the Schedules of the Controlled Drugs and

Substances Act, whether or not the insured is aware of such use of the property;

**Broad Form – Personal Property**

We do not insure loss or damage to:

9. buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;

**Standard Form**

We do not insure loss or damage to:

11. buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;

**Limited Form**

We do not insure loss or damage to:

12. buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;

**All other terms, limits and conditions of the policy to which this form is attached apply.**

## CYBER INCIDENT EXCLUSION ENDORSEMENT

This endorsement changes the policy. Please read it carefully.

Words and phrases in quotation marks have special meaning as defined below or in the policy to which this endorsement is attached.

This endorsement modifies all property coverage forms and endorsements in the policy.

The following exclusion is added to the Exclusions of the policy:

1. **Exclusion**

This policy does not insure any loss or damage to a “computer system” caused directly or indirectly by a “cyber incident”. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. **Exceptions and Limitations**

a. **Fire or Explosion**

If a “cyber incident” results in fire or explosion, the Insurer will pay for the loss or damage to the “computer system” caused by that fire or explosion

3. **Vandalism and Malicious Acts**

For the purposes of this endorsement the peril of Riot, Vandalism or Malicious Acts and Vandalism or Malicious Acts and Riot do not include “cyber incident”.

4. **Definitions**

a. **“Computer System”** means any computer, hardware, media, electronic or digital “data”, software, communications or networking system, electronic device (including but not limited to smart phones, laptops, tablets, wearable devices), server, cloud or microcontroller including any similar system or configuration of the aforementioned and including any associated input, output, “data” storage device, networking equipment or back-up facility.

b. **“Cyber Incident”** means:

- i. Unauthorized access to or use of any “computer system”;
- ii. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced to any “computer system” (including “data”) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any “computer system” or otherwise disrupt its normal functioning or operation; or
- iii. Denial of service attack which disrupts, prevents or restricts access to or use of any “computer system” or otherwise disrupts its normal functioning or operation.

All other terms, conditions and limitations of the policy remain unchanged.



## WAR AND CIVIL WAR EXCLUSION CLAUSE ENDORSEMENT

This endorsement changes the policy. Please read it carefully.

### Part 1 – Property Coverage

The following Perils are excluded:

- a. Residential Property Plus Form – Perils Excluded 15,
- b. Residential Property Broad Form – Perils Excluded 11,
- c. Residential Property Standard Form – Perils Excluded 13 and
- d. Residential Property Limited Form – Perils Excluded 14,

are amended to read as follows:

“We’ do not insure against loss or damage resulting from, contributed to or caused directly or indirectly: or occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### Part 2 – Liability Coverage

General Exclusion 1 of Section 2 is amended to read as follows:

“You” are not insured for “bodily injury” or “property damage” resulting from, contributed to or caused directly or indirectly from:

1. or occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not,) civil war, rebellion, or revolution, insurrection, military or usurped power of confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.