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General Dwelling Protector

Policy booklet



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General Dwelling Protector Policy

Your General Dwelling Protector (GDP) insurance policy is made up of a Cover Page and this booklet. **Your** policy is a legal contract between **you** and **us**. This booklet explains **your** coverages and is written in a language to make it easier for **you** to understand **your** insurance product. **Your** policy can cover **your dwelling**, outbuildings and belongings, as well as **dwellings you** rent to others and **vacant** or unoccupied dwellings. **Your** Cover Page will show the location of the **dwelling** covered by **your** policy. If **you** are insuring more than one **dwelling**, each **dwelling** must be shown on **your** Cover Page. **Your** General Dwelling Protector policy can also provide cover for personal liability. Other property may be insured, if **you** choose.

Your Cover Page shows the coverages **you** have chosen, what **we** agree to insure, the coverage **we** provide, and the **amount of protection**. It also shows the premium **you** have agreed to pay. All **amounts of protection** are shown and all losses are payable in Canadian dollars.

There are four coverage options available for **dwelling**, outbuildings and belongings:

- Code A
- Code B
- Code C
- Code AE

Your Cover Page shows which Cover Code **you** have.

This policy booklet is in three parts:

Part 1 – Dwellings, Mobile Home Dwellings, Outbuildings and Belongings

- explains coverage for property **you** own or use.

Part 2 – Personal Liability

- explains coverage for **your** liability due to **your** personal actions that involve **bodily injury** or **property damage** to someone else.

Part 3 – Statutory Conditions

- these are conditions **we** must tell **you** about by law

All claims will be settled directly with the person(s) named on **your** Cover Page. Only the person(s) named on **your** Cover Page may make a claim against this policy and may take legal action against **us**.

Claims presented for loss or damage by any person(s) covered under this policy shall be considered to be made by all named or unnamed insured person(s) jointly. Action(s) of any person either individually or jointly shall be considered action(s) by all for the purpose of investigation and settlement of losses.

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Limitations Act*.

The key to **your** policy is its Cover Page. It shows the type and amount of **your** coverage. It gives the location of the property **you** are insuring and it describes certain types of property **you** are insuring. **Your** coverage starts at 12:01 A.M. standard time on the **Effective Date**. It ends at 12:01 A.M. standard time on the **Expiry Date**. **Your** Cover Page shows both of these dates. This is **your policy term**.

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

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 legally liable.

Definitions

In addition to other terms defined elsewhere in the Policy, as used herein and in any further amendment, the following terms and expressions have the following meanings:

Actual Cash Value means the cost to replace or repair **your** property considering depreciation which includes such things as its age, condition, resale value, obsolescence, and normal life expectancy at the time of loss. The value of property usually falls as it ages. Thus, **Actual Cash Value** is normally lower than the cost to replace **your** property at today's prices.

Amount of Protection means the maximum amount **we** will pay for an insured loss in any one **occurrence** or incident. Different amounts apply to different coverages and these amounts are shown on **your** Cover Page.

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

Business Premises means **premises** on which a **business** is conducted.

Business Property means property pertaining to a **business**, trade, profession or occupation.

Collapse means the complete failure or breaking down of a foundation, wall, floor or roof of **your dwelling** or outbuilding.

Data means representations of information or concepts, in any form, including programs, recorded on electronic media usable in **data** processing operations.

Data Problem means:

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

Dwelling means the building at the location described on **your** Cover Page, owned and/or occupied by **you** as a private residence.

Fungi means, 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 **spore(s)** or resultant mycotoxins, allergens, or pathogens.

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

Identity Theft means the act of knowingly acquiring, transferring or using key pieces of a persons identity, without lawful authority, which represents a violation of any federal, provincial, territorial or local law.

Identity Theft Occurrence means any act or series of acts of **identity theft** by a person or group of persons.

Insured means the person(s) named on **your** Cover Page and the following unnamed person(s) living in the same household:

- the spouse of the person(s) named on **your** Cover Page. Spouse also means either of two persons of the same or opposite sex who have been continuously living together in a conjugal relationship and have so lived together for a period of two years or, if they are the natural or adoptive parents of a child, for a period of one year.
- members of **your** immediate family.

Insured Peril means a cause of loss or damage insured under the type of coverage shown on **your** Cover Page for that specific property.

Jet Propulsion Personal Watercraft means any motorized sea vehicle, jet ski or other motorized water device designed as a self-propelled unit used on water. They can be designed to carry the operator only or to carry the operator and one or more passengers. Where **we** use the term personal watercraft unit it means a **jet propulsion personal watercraft** as defined herein.

Landlord's Contents means personal property that **you** own, for use by tenants, contained within **your** rented premises.

Occurrence means a loss to insured property caused by one or more of the insured perils.

Pollutant(s) means any solid, liquid, gaseous or thermal irritant or contaminants, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Principal Residence means the sole or primary location at which **you** live.

Rental Income or **Rental Value** means the financial remuneration **you** receive from renting **your** property to others.

Rented Dwelling means a **dwelling** that **you** own, but rent to others as a private residence.

Replacement Cost means the cost to repair or replace property with material of similar kind and quality at today's prices without deduction for depreciation.

Residence Employee means a person employed by **you** to perform duties in connection with the maintenance or use of the **premises**. This includes persons who perform household or domestic services for **you**, or duties of a similar nature, at or away from **your premises**. This does not include persons while performing duties in connection with **your business**.

Rupture means damage to a plumbing, heating, fire sprinkler or air conditioning system within **your dwelling** caused by sudden and accidental bursting, tearing apart, cracking, burning, or bulging of the system, due to the pressure of or lack of water or steam.

Spore(s) means, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any **fungi**.

Surface Waters means water on the surface of the ground where water does not usually accumulate in ordinary circumstances.

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.

Vacant means the **dwelling** is not occupied and, regardless of the presence of furnishings:

- all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
- no occupant has yet taken up residence, however, a newly acquired **dwelling** which is to be **your principal residence**, will not be deemed **vacant** for the first 30 days from the date of title registration to **you**; or
- the **dwelling** will not be deemed to be **vacant** or subject to vacancy restrictions or exclusions up to the first 90 consecutive days following the death of the **Insured** or until the expiry date of the policy, whichever comes first.

Water Escape means accidental discharge or overflow of water or steam from a plumbing, heating, fire sprinkler or air conditioning system, household appliance, aquarium, waterbed, a swimming pool or hot tub or their equipment, or a public **watermain**.

Watermain means a pipe forming a part of a water distribution system that conveys consumable water but not waste water.

We, us or **our** means SGI CANADA.

You or **your** refers to **Insured** – see definition.

Part 1 – Your Dwelling, Mobile Home Dwelling, Outbuildings or Belongings

Your Premises

Means **your dwelling** and the grounds and outbuildings associated with it that **you** own and/or live on, at the location shown on **your** Cover Page. **We** cover the following property for the **amount of protection** shown on **your** Cover Page.

Your Dwelling

Means **your dwelling** or mobile home dwelling and attached additions including equipment and structures that are permanently in place as part of **your dwelling** and its grounds except those used in whole or in part for any **business** or farming purpose. This includes such things as fences, storm windows, satellite antennae, swimming pools and their attached equipment. These things are covered even while away from **your premises** for a short time due to repair or seasonal storage.

We cover building materials **you** are going to use as part of **your dwelling**:

- a) located on **your premises**.
- b) which **you** acquire and transport to **your premises**.

Permission is granted to make alterations, additions and repairs to **your dwelling**.

Your Outbuildings

(This does not apply to buildings located on an insured farm premises with the exception of garden sheds and gazebos as limited under Property with Specific Amounts of Protection).

Means any building located on the grounds and separated from the **dwelling**. They are separate buildings even if they are attached to the **dwelling** by a fence, utility line or similar connection. This includes such things as garages, garden sheds, gazebos and swimming pool enclosures.

We cover building materials **you** are going to use as part of **your** outbuildings:

- a) located on **your premises**.
- b) which **you** acquire and transport to **your premises**.

We will not cover outbuildings when designed, used, or intended for use, in whole or in part for any **business**, residential occupancy or farming purpose. **You** may rent them to someone else, as long as they are not used in whole or in part for any **business**, residential occupancy or farming purpose.

We will not cover greenhouses, garden frames, or the like.

Permission is granted to make alterations, additions and repairs to **your** outbuilding.

Your Belongings

Means personal property that **you** own or use, kept at **your premises**. Coverage is extended to include the following:

- belongings that are away from **your premises** temporarily, other than belongings in storage. Belongings in storage shall mean belongings not in current use and kept at a location away from **your premises**.
- belongings kept in a safety deposit box.
- belongings in storage in an occupied private **dwelling**.
- belongings stored in a commercial storage facility designed for that purpose.

- belongings in storage away from **your premises** for up to 30 consecutive days, if stored elsewhere than in an occupied private **dwelling** or commercial storage facility designed for that purpose. **We** will extend this 30 day coverage if **you** tell **us** of placing **your** belongings into storage and this is shown on **your** Cover Page. This will involve an extra premium charge.
- furs, watercraft, their equipment, accessories, outboard motors, and **jet propulsion personal watercraft**, including unlicensed boat trailers during seasonal storage away from **your premises**.
- golf carts kept year round at a golf course.
- belongings while **you** move them to a new **principal residence** in Canada. This coverage lasts for 30 days from the day **you** start the move and covers losses occurring:
 - at **your premises** shown on **your** Cover Page.
 - in transit.
 - at **your new premises**.

There are some limits on the kind of belongings **we** will cover and the amounts blanket coverage will pay. They are shown in the sections entitled **Property with Specific Amounts of Protection** and **Property and Causes of Loss We Do Not Cover** contained within this wording booklet.

Any belongings we cover as Special Belongings or which are specifically insured elsewhere are not covered here.

Perils Insured – Cover Code A

When Cover Code A is shown on **your** Cover Page, **we** cover direct physical loss or damage caused by the following perils:

- 1) **Fire or Lightning.**
- 2) **Explosion or Implosion.**
- 3) **Smoke.** By this **we** mean damage due to sudden and unusual failure of a heating or cooking unit in or on the **premises**. This could include things such as a furnace, stove or fireplace.
- 4) **Falling Objects** that hit the outside of an insured building or structure.
- 5) **Impact by Aircraft, Spacecraft or Land Vehicles**
- 6) **Riot**
- 7) **Vandalism or Malicious Acts.** **We** do not cover loss or damage:
 - directly or indirectly caused by theft or attempted theft.
 - while **your dwelling** is under construction, **vacant** or unoccupied, regardless if permission for construction or vacancy was given elsewhere.
 - to **dwellings**, rooms or belongings **you** rent to others, unless this coverage is shown on **your** Cover Page.
 - caused by **you** or anyone living in **your** household.
 - caused by any tenant, tenant's guests, tenant's employees or members of their household.
- 8) **Water Escape and Rupture.** If **you** or **your** tenant with **your** knowledge, are away from **your premises** for more than 10 consecutive days during the normal heating season, **you** or **your** tenant must do one of three things. **You** or **your** tenant must shut off the water supply and drain all pipes, attached fixtures, and appliances **or** arrange to have a reliable person come in daily to check the heating **or** have **your premises** electronically monitored 24 hours per day by a company that monitors and responds to a low temperature signal. If **you** or **your** tenant do not, **we** will not cover loss or damage caused by freezing or resulting water damage.

We do not cover loss or damage to **your dwelling** or belongings if **your dwelling** is under construction or has been **vacant** or unoccupied for more than 30 consecutive days.

We do not cover loss or damage caused by freezing to any part of a plumbing, heating, fire sprinkler or air conditioning system or household appliance that is not in a heated building, or any resulting water damage.

We do not cover loss or damage caused:

- by rust, corrosion or deterioration.
- by seepage or continuous or repeated leakage.
- by back up, discharge or escape, or overflow of water or sewage from a sewer, sump, septic tank, or eavestrough or downspout connected to **your** sewer.

- 9) **Windstorm or Hail.** The interior of a building and belongings inside are also covered, but only if the damage happens immediately after wind or hail first makes an opening in the building. This peril does not cover loss or damage caused by waves, flood, high water, ice, rain, snow or sleet, whether driven by wind or not.
- 10) **Electricity.** Means sudden and accidental loss or damage caused by artificially generated electrical current.

There are other causes of loss we will not cover under this policy. These are shown under Property and Causes of Loss We Do Not Cover.

Perils Insured – Cover Code B

When Cover Code B is shown on **your** Cover Page, **we** cover direct physical loss or damage caused by the perils shown in Cover Code A, plus the following perils:

- 11) **Glass Breakage.** **We** cover any cause of loss to glass or safety glazing material. These things must form part of a building, storm door or window. **We** do not cover these things while **your dwelling** or outbuilding is under construction, **vacant** or unoccupied, even if **we** have given permission for construction or vacancy.
- 12) **Collapse.** **We** cover direct physical loss or damage due to the **collapse** of a foundation, wall, floor, or roof of **your dwelling** or outbuildings caused by any of these three things:
- a peril insured by this policy.
 - the weight of contents, equipment, or people.
 - the weight of rain, ice, snow, or sleet on the roof.

We do not cover loss or damage caused by **collapse** while **your dwelling** or outbuilding is under construction or **vacant**, even if **we** have given permission for construction or vacancy.

There are other causes of loss we will not cover under this policy. These are shown under Property and Causes of Loss We Do Not Cover.

Perils Insured – Cover Code C

When Cover Code C is shown on **your** Cover Page, **we** cover direct physical loss or damage caused by comprehensive perils.

Comprehensive Perils. Shown below are some perils or causes of loss that **we** exclude. If these are the cause of loss or damage, **we** will not cover such loss or damage. If the peril that causes loss or damage is not one of the perils shown below, then **you** are covered.

We do not cover loss or damage:

- a) caused by water below ground level including that which exerts pressure on or flows, seeps or leaks through any opening in a sidewalk, driveway, foundation, wall, window, door or floor. **We** will, however, cover if it was due to a sudden and unexpected escape of water from a swimming pool or its attached equipment, fire fighting activities, or a public **watermain**.
- b) caused by flood, **surface water**, waves, tidal waves, overflow of streams or other bodies of water, spray, ice, waterborne ice, shoreline ice build-up, or waterborne objects, whether any of the former are driven by wind or not. **We** will, however, cover loss or damage if it is due to a sudden and unexpected escape of water from a swimming

pool or its attached equipment, fire fighting activities or a public **watermain**. **We** will cover loss or damage to watercraft due to sudden and unexpected flood, **surface water** and waves.

- c) caused by wear and tear, rust, corrosion or deterioration.
- d) caused by freezing or resulting **water escape** from a plumbing, heating, fire sprinkler or air conditioning system, or household appliance during the normal heating season and **you**, or **your** tenant with **your** knowledge, are away from **your premises** for more than 10 consecutive days. In order to have this coverage, **you** or **your** tenant must do one of three things. **You** or **your** tenant must shut off the water supply and drain all pipes, attached fixtures, and appliances, **or** arrange to have a reliable person come in daily to check the heating, **or** have **your dwelling** electronically monitored 24 hours per day by a company that monitors and responds to a low temperature signal. But, **we** will not cover loss or damage if **your dwelling** is under construction or has been **vacant** or unoccupied for more than 30 consecutive days, even if **we** have given permission for construction or vacancy.
- e) caused by dampness of atmosphere, extremes of temperature, condensation, wet or dry rot, mould, acid rain, contamination, inherent vice, unknown flaw and defect.
- f) caused by mechanical breakdown, except as covered under Optional Coverage - Home Systems Protection.
- g) caused by cracking of ceilings or walls.
- h) caused by seepage or continuous or repeated leakage of water or steam from a plumbing, heating, fire sprinkler or air conditioning system, household appliance, a swimming pool or hot tub or their attached equipment, or a public **watermain**.
- i) caused by **rupture** or freezing to an outdoor swimming pool or hot tub and the attached equipment of either, any part of a plumbing, heating, fire sprinkler or air conditioning system, or household appliance not in a heated building or a public **watermain**.
- j) due to theft or attempted theft, vandalism or malicious acts:
 - (i) to property from that part of **your premises** rented by **you** to others caused by any tenant, tenant's guests, tenant's employees, or members of their household.
 - (ii) caused by **you** or anyone living in **your** household.
 - (iii) while **your dwelling** is under construction, **vacant** or unoccupied, even if **we** have given permission for construction or vacancy.
- k) caused by escape of water or steam from a plumbing, heating, fire sprinkler or air conditioning system, household appliance, swimming pool or hot tub or their attached equipment, or public **watermain** occurring if **your dwelling** is under construction or has been **vacant** or unoccupied for more than 30 consecutive days, even if **we** have given permission for construction or vacancy.
- l) caused by vandalism or malicious acts to **dwellings**, rooms or belongings **you** rent to others, unless this coverage is shown on **your** Cover Page.
- m) caused by vermin (such as skunks and raccoons), rodents (such as squirrels and mice), insects (such as moths and termites), moles, zebra mussels, bats, birds, or domesticated animals. **We** will cover resulting damage to building glass caused by birds if the peril of Glass Breakage is insured under **your** policy.
- n) caused by sudden and accidental bursting, tearing apart, cracking, burning or bulging due to the pressure of or the lack of water or steam in a plumbing, heating, fire sprinkler or air conditioning system, or an appliance for heating water occurring if **your dwelling** is under construction or has been **vacant** or unoccupied for more than 30 consecutive days, even if **we** have given permission for construction or vacancy.
- o) due to marring or scratching of any property or breakage of any fragile or brittle article unless caused by a **Listed Peril**, theft or attempted theft.

- p) caused by glass breakage or **collapse** while **your dwelling** or outbuilding is **vacant**, unoccupied or under construction, even if **we** have given permission for construction or vacancy.
- q) to retaining walls not constituting part of an insured building, unless caused by a **Listed Peril**.
- r) caused by accidental discharge or seepage or continuous or repeated leakage of sewage or water from a sewer, sump, septic tank or eavestrough or downspout connected to a sewer. **We** do not cover loss or damage caused by back up, discharge or escape or overflow of water or sewage from public sewers or drains outside **your dwelling**.
- s) caused by smoke from agricultural or industrial operations.
- t) to sporting equipment due to the use of it.
- u) to contact lenses unless the loss or damage is caused by a **Listed Peril**, theft or attempted theft.

We do not cover the following three things if they happen at the same time as an excluded peril or cause of loss above or elsewhere in this policy or contribute with an excluded peril or cause of loss to produce a loss:

- weather conditions.
- acts or decisions of any person, civic authorities, or government authorities.
- faulty, inadequate or defective planning, design, material, construction, or maintenance of public utilities or public structures.

Listed Perils referred to previously, are fire, lightning, explosion or implosion, smoke, falling objects, impact by aircraft, spacecraft or land vehicles, riot, vandalism or malicious acts, **water escape, rupture**, windstorm or hail and electricity, all as defined under **Perils Insured**.

There are other causes of loss we will not cover under this policy. These are shown under Property and Causes of Loss We Do Not Cover.

Cover Code AE

When Cover Code AE is shown on **your** Cover Page, **we** will cover **your vacant** or unoccupied dwelling for direct physical loss or damage caused by the listed perils as described under Cover Code A.

If **your dwelling** is **vacant** for more than 90 consecutive days, the most **we** will pay for loss or damage caused by fire or lightning is 2/3 of the actual amount of such loss or damage. This does not apply unless shown on **your** Cover Page.

Cover Code AE requires that the following conditions must be met:

- a) **you** must arrange to have a reliable person take care of **your dwelling**.
- b) all windows and doors must be closed and locked.
- c) all rubbish must be removed.

Added Features of Your Part 1 Coverage

We provide **added features** along with **your** regular coverage at no extra cost. These may be special types of coverage available to **you**, or they may be special uses of **your** regular coverage. **We** have noted those features that **add** to **your** total **amount of protection**. Otherwise, the coverages described are **part** of the **amount of protection** shown on **your** Cover Page.

Arson Conviction Reward

We will pay \$1,000 for information which leads to a conviction for arson in connection with a fire loss to property insured by this policy. The amount **we** pay adds to **your** total **amount of protection**. The \$1,000 limit will not be increased regardless of the number of persons providing information.

This coverage is not subject to a deductible.

Automatic Acquisitions

Any belongings that are insurable under this policy that **you** acquire after the effective date of this policy are automatically covered subject to the terms of this policy. This includes items **you** purchase while away on vacation.

Belongings of Guests and Residence Employees

You may use up to 10% of **your** belongings protection for belongings of **your residence employees** or non-paying guests. These belongings must be at **your premises** or in the care of **residence employees** carrying out duties of their employment away from **your premises**. The loss must be due to a peril for which **your** own belongings are insured. **Your** guests or **residence employees** must not have any coverage on their belongings. All claims will be settled directly with **you**.

Debris Removal

You may have **us** pay to remove debris of insured property from **your premises** if **your** insured property has been damaged or destroyed by an **insured peril**.

We will also pay for removal of property of others, excluding trees, shrubs and plants, blown on to **your premises** by windstorm, if **your** insured property is damaged or destroyed by an **insured peril**.

Debris removal expenses shall not be considered for the purpose of applying any co-insurance.

Declaration of Emergency Endorsement (Extension of Termination or Expiry Date)

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an **Emergency** is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

1. The **Emergency** must have a direct effect or impact on:
 - a) the **Insured**, the insured site or insured property located in the declared emergency area; or
 - b) the operations of the Insurer or its agent/broker located in the declared emergency area.
2. a) Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the **Emergency** is terminated plus the lesser of:
 - (i) 30 days; or
 - (ii) the number of days equal to the total time the **Emergency** order was in effect.
- b) If this policy is due to expire during an **Emergency**, it will continue in force until the **Emergency** is terminated plus the lesser of:
 - (i) 30 days; or
 - (ii) the number of days equal to the total time the **Emergency** order was in effect.
3. In no event shall the total term of the extension exceed 120 consecutive days.

The **Insured** agrees to pay the *pro rata* premium earned for the additional time the Insurer remains on risk as a result of the above.

4. Definitions:

Emergency is defined as the first statutory declaration of an emergency:

- a) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or

- b) as provided by the relevant governing legislation if different from a) but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

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

Emergency Entry Property Damage

Coverage is automatically provided to repair damage to **your dwelling** (permanent or temporary residence) if damaged as a result of forcible entry by police, ambulance, fire department, or other persons to save and preserve life. This coverage adds to **your total amount of protection**.

This coverage is not subject to a deductible.

Emergency Mobile Home Removal

If **your dwelling** is a mobile home and must be moved to protect it from loss, **we** will pay to have it moved and returned. The loss or threat of loss must be due to a peril for which **your dwelling** is covered. **We** do not consider **your** mobile home to be **in transit** when it is moved for this emergency.

Fraud Conviction Reward

We will pay up to \$1,000 for information which leads to a conviction of fraud in connection with an insured loss to property insured by this policy. The amount **we** pay adds to **your total amount of protection**. The \$1,000 limit will not be increased regardless of the number of persons providing information.

This coverage is not subject to a deductible.

Increased Living Expenses

You may use up to 10% of the **amount of protection** shown on **your** Cover Page for **your dwelling** or belongings to pay for an increase in **your** living expenses. The costs must be due to a peril for which **your dwelling** or belongings are insured.

If the loss makes **your dwelling** unliveable, **we** will pay for **your** moving costs. **We** will pay for the reasonable increase in **your** cost of living required to maintain **your** normal standard of living. **We** will not pay expenses for things that are not needed to support **you** during the period **your dwelling** remains unliveable.

We will not pay for any increased costs for Increased Living Expenses due to unnecessary delays on **your** part, to repair or replace **your dwelling** or outbuildings, relocate, or to settle **your** household.

We will give **you** a reasonable length of time to repair or replace **your dwelling**.

We will also pay for Increased Living Expenses when a public authority denies **you** access to **your premises**. **We** will pay these costs for up to two weeks. The denial must be due to damage to **your** or neighbouring premises from a peril for which **your dwelling** is insured. If **you** have Cover Code C, it must be due to a **Listed Peril**.

Inflation Protection Factor

To help protect **you** in the event **you** have a loss, **we** will increase the total **amount of protection** on **your dwelling**, outbuildings and belongings by a portion of the Inflation Protection Factor (IPF) percentage (as shown on **your** Cover Page) as follows:

- 2 months after inception – 25% of the IPF
- 5 months after inception – 50% of the IPF
- 8 months after inception – 75% of the IPF
- 11 months after inception – 100% of the IPF

Inception means the effective date of the policy or, if the policy has been in force for more than one year, its last anniversary date. If **you** request a change in the amount of insurance during the policy term, the effective date of that change will be considered the **inception**, until the next policy anniversary date.

Vacant buildings do not have this added feature.

Lost Rental Income

We will pay for **your** actual loss of rental income for those parts of **your dwelling** or outbuildings that were rented out when the loss took place. **We** will pay until **you** have had a reasonable length of time to repair **your dwelling** or outbuildings. **You** may use up to 10% of the **amount of protection** shown on **your** Cover Page for **your dwelling** to pay for loss of rental income. The costs must be due to a peril for which **your dwelling** is insured. If **you** have Cover Code C, it must be due to a **Listed Peril**. **We** will deduct any savings in expenses, such as electric and water bills, which stop because of the loss.

We will also pay for Lost Rental Income when a public authority denies **you** access to **your premises**. **We** will pay these costs for up to two weeks. The denial must be due to damage to **your** or neighbouring premises from a peril for which **your dwelling** is insured. If **you** have Cover Code C, it must be due to a **Listed Peril**.

Outdoor Trees, Shrubs, Plants and Lawns

You may use up to 5% of the **amount of protection** on **your dwelling** to pay for loss or damage to outdoor trees, shrubs, plants and lawns. Loss must be due to one of these eight causes: 1) Fire. 2) Lightning. 3) Explosion or Implosion. 4) Riot. 5) Impact by Aircraft, Spacecraft or Land Vehicles. 6) Vandalism. 7) Malicious Acts. 8) Theft including damage caused by attempted theft.

We will pay up to \$1,000 for **your** lawn, single tree, plant or shrub including debris removal. **We** do not insure any items grown for commercial purposes or sale.

Property Protection Coverage

We will pay for property that is damaged or used trying to protect **your dwelling**, outbuildings, or belongings from a loss. For example, **we** will pay to recharge a neighbour's fire extinguisher if it was used to fight **your** fire. **We** will not pay for property owned by a fire department. The amount **we** pay adds to **your** total **amount of protection**.

Renter's Property Improvement Coverage

You have this feature if **you** live in a rented dwelling. **You** may use up to 10% of **your** belongings **amount of protection** to pay for loss to any improvements or other changes **you** have made in **your dwelling**. Loss must be due to a peril for which **your** belongings are insured.

Tear Out

We will pay to remove and replace or repair parts of **your dwelling** or **premises** if that is necessary to repair **rupture** damage to plumbing, heating, fire sprinkler or air conditioning systems.

We will not pay the cost of tearing out and replacing or repairing property for damage related to swimming pools, hot tubs or similar installations, public **watermains**, or sewers.

This coverage is not subject to a deductible.

Theft and Theft Related Damage

If not covered elsewhere in this policy, **you** may use up to \$500 to pay for theft related damage to **your dwelling** or outbuildings but **your** belongings must be insured for the peril of theft. The damage must be caused by theft or attempted theft of **your** belongings.

Optional Coverages

Your Cover Page will show which of the following optional coverages apply to your policy.

Home Systems Protection

If your Cover Page shows you have this coverage, we will pay up to the **amount of protection** shown for Home Systems Protection, except as specified for Spoilage below, for loss, damage or expense arising from any **one home systems breakdown**. Coverage applies only at the location shown on your Cover Page but coverage does not apply while **your premises** is under construction or **vacant**.

Payment under this coverage does not increase any limit of liability for any other coverage provided under Part 1 of this policy.

1. Definitions

Covered home equipment means property covered under **dwellings**, outbuildings or belongings:

- a) that generates, transmits or utilizes energy;
- b) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

Covered home equipment may utilize conventional design and technology or new or newly commercialized design and technology.

None of the following is **covered home equipment**:

- a) supporting structure, cabinet or compartment;
- b) insulating material associated with **covered home equipment**;
- c) water piping other than boiler feedwater piping, boiler condensate return piping or water piping connected to a heating or air conditioning system;
- d) wastewater piping or piping forming a part of a fire protective sprinkler or irrigation system;
- e) buried or encased piping or buried vessels, however, interior buried or encased piping connected to a heating or air conditioning system is **covered home equipment**;
- f) software or electronic data; or
- g) riding lawn mowers or tractors.

Electronic circuitry means microelectric components, including but not limited to circuit boards, integrated circuits, computer chips and disk drives.

Electronic circuitry impairment means an accidental event involving **electronic circuitry** within **covered home equipment** that causes **covered home equipment** to suddenly lose its ability to function as it had been functioning immediately before such event. An **electronic circuitry impairment** must also meet each of the following conditions:

- a) **We** shall determine that the reasonable and appropriate remedy to restore such **covered home equipment's** ability to function is the replacement of one or more **electronic circuitry** components of the **covered home equipment**.
- b) The **covered home equipment** must be owned or used by **you**, or members of **your** household residing with **you**.
- c) None of the following is an **electronic circuitry impairment**:
 - (i) Any condition that can reasonably be remedied by:
 - a) normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
 - b) rebooting, reloading or updating software or firmware;
 - c) providing necessary power or supply.

- (ii) Any condition caused or relating to:
 - a) incompatibility of **covered home equipment** with any software or equipment installed, introduced or networked within the prior 30 days; or
 - b) insufficient size, capability or capacity of the **covered home equipment**.
- (iii) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.

Equipment breakdown means a sudden and accidental:

- a) Mechanical breakdown; or
- b) Electrical breakdown; or
- c) Bursting, cracking or splitting
of **covered home equipment** that results in direct physical damage and requires repair or replacement of all or part of the damaged **covered home equipment**.

None of the following is an **equipment breakdown**:

- a) Rust, corrosion, erosion, deterioration or gradual loss of efficiency or functionality of **covered home equipment**;
- b) Leakage or seepage from any connection, valve, fitting, shaft or seal;
- c) Any programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or media of any kind;
- d) Complete or partial interruption of electrical power, fuel or water supply, whether deliberate or accidental;
- e) Any condition which can be corrected by resetting, recalibrating or by the performance of maintenance; or
- f) Cosmetic or other damage that does not impair functionality.

Home systems breakdown means an **equipment breakdown** or **electronic circuitry impairment**.

One home systems breakdown means if an initial **home systems breakdown** causes other **home systems breakdowns**, all will be considered **one home systems breakdown**. All **home systems breakdowns** that are the result of the same event will be considered **one home systems breakdown**.

2. Coverages

We will cover the following:

a) **Damage to Covered Home Equipment**

We will pay for direct physical damage to **covered home equipment** that is the result of a **home systems breakdown** that occurs on or off the **premises**. We will consider **electronic circuitry impairment** to be physical damage to **covered home equipment**.

b) **Spoilage**

With respect to **your** refrigerated property **we** will pay:

- (i) for physical damage due to spoilage that is the result of a **home systems breakdown**;
- (ii) any necessary expenses **you** incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

We will pay up to \$5,000 under this Spoilage coverage.

c) **Increased Living Expenses and Lost Rental Income**

Coverage for Increased Living Expenses and Lost Rental Income is extended to this Home Systems Protection coverage.

d) **Expediting Expenses**

With respect to **your covered home equipment** that is damaged as the result of a **home systems breakdown**, **we** will pay the reasonable cost to:

- (i) make temporary repairs; and
- (ii) expedite permanent repairs or permanent replacement.

e) **Environmental, Safety and Efficiency Improvements**

If **covered home equipment** requires replacement due to a **home systems breakdown**, **we** will pay **your** additional cost to replace with equipment that is better for the environment, safer for people, or more energy or water efficient than the equipment being replaced. However, **we** will not pay to increase the size or capacity of the equipment and **we** will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not apply to the replacement of component parts or to any property to which **Actual Cash Value** applies and does not increase any of the applicable limits.

3. **Exclusions**

We will not pay under this coverage for:

- a) Loss, damage or expense caused by or resulting from electrical power surge or brown out, whether or not caused by lightning, however, with respect to **your** belongings, **we** will pay for loss, damage or expense to tubes, transistors, electronic components or circuitry that are part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus, caused by or resulting from artificially generated electrical current.
- b) Loss, damage or expense caused by or resulting from any of the following, whether the excluded cause of loss occurs on or off the **premises**:
 - (i) fire (including fire resulting from a **home systems breakdown**); or water or other means used to extinguish a fire;
 - (ii) explosion;
 - (iii) lightning; windstorm or hail; smoke; impact by aircraft, spacecraft or land vehicles; riot; glass breakage; falling objects; weight of snow, ice or sleet; freezing (caused by cold weather); **collapse**;
 - (iv) vandalism or malicious acts or theft;
 - (v) **flood, surface water**, waves, tides, tidal waves, overflow of streams or other bodies of water, spray, ice, waterborne ice, shoreline ice build-up, or waterborne objects whether any of the former are driven by wind or not; mudslide or mudflow; or water or sewage that backs up or overflows from a sewer, drain, septic tank or sump, and any other water damage including water damage resulting from a **home systems breakdown**;
 - (vi) any **earth movement**, including but not limited to **earthquake**, subsidence, sinkhole collapse, landslide, earth sinking, tsunami or volcanic action.
- c) Loss, damage or expense to any property that is not **covered home equipment** except for refrigerated property to the extent it is covered under Spoilage.

4. **Deductible**

We will pay only that part of the loss that exceeds the deductible shown on **your** Cover Page for this coverage. No other deductible applies to this coverage.

5. **Loss Settlement**

Losses under this coverage will be settled as follows:

- a) **Our** payment for damaged covered property will be the smallest of:

- (i) the applicable limit of liability; or
 - (ii) the cost to repair the damaged property; or
 - (iii) the cost to replace the damaged property with like kind, quality and capacity on the same **premises**; or
 - (iv) the necessary amount actually spent to repair or replace the damaged property.
- b) Except as described in Environmental, Safety and Efficiency Improvements above, **you** are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
- c) If **you** do not repair or replace the damaged property within 24 months after the date of the **home systems breakdown**, then **we** will pay only the smaller of:
- (i) the cost it would have taken to repair at the time of the **home systems breakdown**; or
 - (ii) the **Actual Cash Value** at the time of the **home systems breakdown**.

Optional Landlord's Coverage

If **your** Cover Page shows that **you** have this coverage, **we** will pay up to \$1,500 for damage to the insured **dwelling** caused by theft or attempted theft. **You** must pay the deductible shown on **your** Cover Page.

Renter's Glass Coverage

If **your** Cover Page shows that **you** have this coverage, **we** will pay for accidental breakage of glass or safety glazing material which is part of **your** rented dwelling including storm windows or doors. **We** only cover the loss if **you** are held responsible by **your** lease or rental agreement or it is part of **your** improvements or betterments. **You** must pay the deductible shown on **your** Cover Page.

Service Line Coverage

If **your** Cover Page shows **you** have this coverage, **we** will pay up to the **amount of protection** shown for Service Line Coverage for loss, damage or expense arising from any **one service line failure**. Coverage applies only at the location shown on **your** Cover Page but coverage does not apply while **your premises** is under construction or **vacant**.

Payment under this coverage does not increase any limit of liability for any other coverage provided under Part 1 of this policy.

1. Definitions

The following definitions are added:

Covered service line means exterior underground piping and wiring, including permanent connections, valves or attached devices providing one of the following services to **your premises**:

- a) communications, including cable transmission, data transmission, internet access and telecommunications;
- b) compressed air;
- c) drainage;
- d) electrical power;
- e) heating, including geothermal, natural gas, propane or steam;
- f) waste disposal through sewer piping that connects from **your dwelling** to a public sewer system or private septic system; or
- g) water.

A **covered service line** must be owned by **you** or **you** must be responsible for its repair or replacement as required by law, regulation or service agreement. Should repair or replacement be **your** responsibility, a **covered service line** ends at the precise location where **your** responsibility for such repair or replacement ends. However, in no event will a **covered service line** extend beyond the point of connection to the main service or utility line.

Covered service line does not include:

- a) that part of piping or wiring that runs through or under a body of water, including but not limited to a swimming pool, pond or lake;
- b) that part of piping or wiring that runs through or under the **dwelling** or other structure;
- c) piping or wiring that is not connected and ready for use.

Earth movement means:

- a) **earthquake**, including land shock waves or tremors before, during or after a volcanic eruption;
- b) landslide, mudslide or mudflow;
- c) subsidence or sinkhole collapse;
- d) tsunami or volcanic action;
- e) any other naturally occurring **earth movement** including earth sinking, rising or shifting.

One service line failure means if an initial **service line failure** causes other **service line failures**, all will be considered **one service line failure**. All **service line failures** that are the result of the same event will be considered **one service line failure**.

Service line failure means a leak, break, tear, **rupture**, **collapse** or arcing of a **covered service line** not otherwise excluded by this coverage. A **service line failure** may be caused by, but is not limited to the following perils:

- a) wear and tear, marring, deterioration or hidden decay;
- b) rust or other corrosion;
- c) mechanical breakdown, latent defect or inherent vice;
- d) weight of vehicles, equipment, animals or people;
- e) vermin, insect, rodents or other animals;
- f) artificially generated electrical current;
- g) freezing or frost heave;
- h) external force from a shovel, backhoe or other form of excavation;
- i) tree or other root invasion.

Service line failure does not include a blockage or low pressure of a **covered service line** when there is no physical damage to the **covered service line**.

2. Coverages

The following coverages are added, subject to the **amount of protection** shown on **your** Cover Page for Service Line Coverage:

a) Damages to Covered Service Line

We will pay for physical loss or damage to **your covered service line** that is the direct result of a **service line failure**.

b) Excavation Costs

With respect to **your covered service line** that is damaged as the result of a **service line failure**, **we** will pay the necessary and reasonable excavation costs that are required to repair or replace the damaged **covered service line**.

c) Expediting Expenses

With respect to **your covered service line** that is damaged as the result of a **service line failure**, **we** will pay the reasonable extra cost to:

- (i) Make temporary repairs; and
- (ii) Expedite permanent repairs or permanent replacement.

d) Additional Living Expenses and Lost Rental Income

Coverage for Additional Living Expenses and Lost Rental Income is extended to Service Line Coverage.

e) **Outdoor Property**

We will pay for outdoor trees, shrubs, plants, lawns, walkways and driveways, that are damaged as a result of a **service line failure** or that are damaged during the excavation of **your covered service line** following a **service line failure**.

f) **Environmental, Safety and Efficiency Improvements**

If a **covered service line** requires replacement due to a **service line failure**, **we** will pay **your** additional cost to replace with materials that are better for the environment, safer for people or more energy or water efficient than the materials being replaced.

However, **we** will not pay to increase the size or capacity of the materials and **we** will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not increase the limit that applies to this coverage.

3. Exclusions

We will not pay under this coverage for loss or damage to:

- a) (i) septic systems, including leach fields, septic tanks, pumps, motors or piping that runs from the septic tank to the leach fields, other than loss or damage to covered waste disposal piping running from **your dwelling** or other structure to a septic tank;
- (ii) water wells, including well pumps or motors;
- (iii) heating and cooling systems, including heat pumps;
- (iv) sprinkler system pumps, motors or heads.
- b) **We** will not pay for loss or damage to a **covered service line** that is damaged while it is being installed, dismantled or repaired. However, this exclusion shall not apply if a **covered service line failure** necessitated such installation, dismantling or repair.
- c) **We** will not pay to clean up or remove **pollutants**, hazardous waste or sewage.
- d) **We** will not pay under this coverage for loss or damage caused by or resulting from any of the following causes of loss:
 - (i) fire and resultant loss or damage caused by water or other means to extinguish a fire;
 - (ii) explosion or implosion;
 - (iii) lightning;
 - (iv) windstorm or hail;
 - (v) smoke;
 - (vi) impact by aircraft, spacecraft or land vehicles;
 - (vii) riot or Civil Commotion;
 - (viii) theft including damage by attempted theft;
 - (ix) glass breakage;
 - (x) **flood, surface water**, waves, tidal waves, overflow of streams or other bodies of water, spray, ice, waterborne ice, shoreline ice build-up, or waterborne objects whether any of the former are driven by wind or not;
 - (xi) accidental discharge or seepage or continuous or repeated leakage of sewage or water from a sewer, sump, septic tank or eavestrough or downspout connected to a sewer;
 - (xii) **earth movement**, except for **earth movement** that results from the ground thawing after a freeze.
- e) **We** will not pay additional costs incurred by **you** for loss or increased usage of water, natural gas, propane or any other service caused by or resulting from a **service line failure**.

4. Deductible

We will pay only that part of the loss that exceeds the deductible shown on **your** Cover Page for this coverage. No other deductible applies to this coverage.

5. Loss Settlement

Losses under this coverage will be settled as follows:

Our payment for damaged covered property will be the smallest of:

- (i) the limit of liability that applies to this coverage; or
- (ii) the cost to repair the damaged property; or
- (iii) the cost to replace the damaged property on the same **premises**; or
- (iv) the necessary amount actually spent to repair or replace the damaged property.

Except as described in Environmental, Safety and Efficiency Improvements above, **you** are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.

You are responsible for the extra cost to alter or relocate **covered service lines**, unless such alteration or relocation is required by law or ordinance.

Sewer Back Up Coverage

If this coverage is shown on **your** Cover Page, **we** will pay up to the policy limit for loss or damage caused by back up, accidental discharge or escape or overflow of water or sewage from a sewer, sump, septic tank, or eavestrough or downspout connected to **your** sewer. If a sub-limit for this coverage is displayed on **your** Cover Page, the most **we** will pay for this coverage is the **amount of protection** that is shown. This does not add to the total **amount of protection** stated on **your** Cover Page for **your dwelling**, outbuildings or belongings.

We will not cover loss or damage caused by:

- a) back up, discharge or escape or overflow of water or sewage from public sewers or drains outside **your dwelling**.
- b) seepage or continuous or repeated leakage.

We will not cover sewer back up to **your dwelling** or belongings while **your dwelling** is **vacant**, even if **we** have given permission for vacancy.

Voluntary Fire Fighting Coverage

If **your** Cover Page shows that **you** have this coverage, **we** will pay up to the **amount of protection** shown to a fire department for its services. They must deal with a fire loss for which **your dwelling**, outbuildings, or belongings are covered or they must be needed to protect **your** property, or property of others adjacent to **your premises**, from such a loss.

This coverage will apply to all property and locations shown on **your** Cover Page.

We will not pay for loss or damage to property owned or used by a fire department.

This coverage is not subject to a deductible.

Settling A Claim

Your Cover Page will show the **amounts of protection** on property insured in Part 1. These amounts, along with the features **we** have said add to **your amount of protection**, are the most **we** will pay for **your** loss.

We will pay for insured loss or damage up to the amount of **your** financial interest in the insured property, but not exceeding the applicable **amount(s) of protection** for any loss or damage arising out of one **occurrence**.

Any payments for loss or damage shall not reduce the amounts of insurance provided by this policy.

We will not pay for any increased costs due to unnecessary delays on **your** part.

Swimming pool liners are subject to **Actual Cash Value** in all cases regardless of cause of loss or age of the pool liner.

Our payment will also depend on **your** share of the loss and other rules used to settle claims. These are explained below.

Deductible

A deductible is used for losses covered in Part 1.

A deductible means that **you** will have to bear the first part of **your** loss yourself. **We** will subtract this amount from the total of **your** loss, and then **we** will pay for the rest of **your** loss. **We** will pay up to **your** total **amount of protection**. **We** will not pay if **your** loss is less than the deductible. The deductible is shown on **your** Cover Page.

You may have different deductibles, depending on the type of property and the type of loss that **we** cover. When two or more items are lost or damaged in one loss, or several **insured perils** occur at the same time contributing to the loss, **we** will use only one deductible. **We** will use the largest single deductible of all that apply.

After a loss, **we** will use a separate deductible for each location shown on **your** Cover Page. **We** will do this even if property at more than 1 location was lost at the same time as a result of the same cause.

Dent Exclusion Clause for Mobile Homes

When the cause of loss is windstorm or hail, **we** will not pay for dent damage to metal roofs or siding of mobile homes covered by this policy unless the metal is actually punctured.

Replacement Cost and Actual Cash Value

— as defined in the Definitions section.

We will use one of these methods to find the amount of **your** loss.

Dwelling and Outbuildings

We will pay for the **Actual Cash Value** of the loss or damage to **your dwelling** or outbuilding or **we** will pay up to the total **amount of protection**, whichever is the lower amount. **We** will pay **Actual Cash Value** only for loss or damage to **your** roof caused by windstorm or hail.

We will only pay the Replacement Cost amount to your dwelling or outbuilding if shown on your Cover Page.

Settlement will be on an **Actual Cash Value** basis if any of the following happens:

- **you** do not repair or rebuild **your dwelling** or outbuilding on a permanent foundation on the same site.
- **you** do not repair or rebuild **your dwelling** or outbuilding within a reasonable time.
- at the time of the loss or damage **your dwelling** was unoccupied or **vacant**.
- if a public authority does not allow **you** to repair or rebuild.

We will not pay for increased costs due to any law or bylaw dealing with building or repair. **We** will not pay for any increased costs due to unnecessary delays on **your** part.

We will only pay up to the total **amount of protection** shown on **your** Cover Page.

How You May Share in a Loss (Co-Insurance)

The **amount of protection** shown on **your** Cover Page must be equal to **at least 80%** of the total **value** of the property insured. If it is not, **our** payment could be less than **your** actual loss. **You** would be responsible for the rest.

This is how **we** find out how much **we** will pay:

Total Amount of Protection x Actual Loss = **Our** Payment

80% of the **value**

Suppose, **you** have \$60,000 of protection on **your dwelling**. Its **value** is really \$100,000. A fire does \$40,000 damage. **We** will pay

\$60,000 x \$40,000 = \$30,000
80% of \$100,000

Since **you** were not protected to the proper amount (\$80,000) **you** must pay the remaining \$10,000.

When **we** say **value**, **we** mean the **Actual Cash Value** unless **Replacement Cost** is shown on **your** Cover Page, in which case **we** mean **Replacement Cost value**.

Belongings

We will pay the **Actual Cash Value** of the loss or damage to **your** belongings or **we** will pay up to the total **amount of protection of your** belongings coverage, whichever is the lower amount. If **Replacement Cost** is shown on **your** Cover Page, **we** will pay the cost of repair or the cost of new belongings (whichever is less) of similar kind, quality, and usefulness up to **your** total **amount of protection** for belongings. If **you** replace a belonging with one of lesser quality, **we** will only pay the amount **you** paid for the replacement. **You** must give **us** written proof of replacement or repair in order to get **Replacement Cost** coverage. **You** may choose payment on an **Actual Cash Value** basis initially. **You** may make a subsequent claim on a **Replacement Cost** basis but not later than 180 days after payment of an **Actual Cash Value** settlement to **you**. **We** will not pay for increased costs due to unnecessary delays on **your** part. **We** will keep any salvage or proceeds from salvage.

For certain types of property **we** will only pay the amount shown in **Property With Specific Amounts of Protection**.

We will only pay the **Actual Cash Value** for loss or damage to these seven types of belongings:

- 1) a belonging that is not in good, useable condition at the time of loss.
- 2) a belonging not in current use by **you** at the time of loss and that **you** stored away and for which **you** had no specific future use.
- 3) a belonging of an age or condition that makes it out of date or no longer useable for its original purpose.
- 4) art works, antiques, rare objects, and other items that cannot be replaced.
- 5) a belonging that has not been repaired or replaced after a loss.
- 6) spare automobile, all terrain vehicle and dirt bike parts and accessories.
- 7) watercraft, their equipment, accessories, outboard motors and **jet propulsion personal watercraft**, including unlicensed boat trailers that are more than 10 years of age from the date they were originally purchased as new.

Pairs and Sets

(Applies to Belongings and Special Belongings)

Pair: If there is a loss to half a pair, **we** will pay for the complete pair. The undamaged piece becomes **our** property.

Set: For items that are part of a set of two or more pieces, **we** will only pay for those parts that had the loss. For example, if **your** chair is destroyed, **we** would pay for that damage. **We** would not pay for the matching sofa, unless it was damaged as well.

Obsolescence – Dwelling, Outbuildings, and Belongings

We will not pay for increased costs that result when **you** cannot repair or replace **your** property because materials or parts are unavailable, obsolete, or outmoded. **We** will only pay the cost that would have been incurred if materials or parts were available. **We** will pay the last known cost of materials or parts.

Property With Specific Amounts of Protection

For certain types of property, the amount **we** will pay is explained below. The deductible on **your** Cover Pages applies.

- (1) **Unless otherwise specified, for losses due to any insured peril we** will pay up to these amounts:
 - a) \$2,500 in all for books, tools, and instruments pertaining to a **business**, profession, trade, or occupation. **We** will pay up

to \$5,000 in all for computer hardware used in a **business**, profession, trade or occupation. They are covered only at **your premises**. **We** do not cover other **business** or farm property, such as samples, supplies or goods held for sale.

- b) \$2,500 in all for securities.
 - c) \$300 for bullion and \$300 for money. Money also includes gift cards, cash cards and gift certificates.
 - d) \$2,500 in all for watercraft, their equipment, accessories, outboard motors, and **jet propulsion personal watercraft**, including unlicensed boat trailers that are not required to be licensed. Coverage for fire or lightning applies anywhere in Canada or the continental U.S.A. Other perils **you** are insured for apply only at **your premises**. **We** do not cover loss or damage caused by freezing.
 - e) \$1,500 in all for computer software. **We** will not pay the cost of gathering or assembling information or **data**.
 - f) \$1,500 in all for household animals, birds or fish after their death or necessary destruction that occurred within 30 days of injury caused by fire, lightning, explosion or smoke.
 - g) \$5,000 for each lawnmower, garden tractor or snowblower and their attachments and accessories.
 - h) \$200 on any one item and a total amount of \$2,500 in all for losses, in any one policy term, for trading cards and comic books.
 - i) \$2,500 in all for cemetery property anywhere in Canada.
 - j) \$1,000 in all for spare automobile, all terrain vehicle and dirt bike parts and accessories.
 - k) \$2,500 in all for garden sheds and gazebos while located on a farm premises.
- (2) **For losses due to Comprehensive Perils** (excluding the **Listed Perils** previously defined) **we** will pay up to these amounts:
- a) \$2,500 in all for jewelry, watches and gems.
 - b) \$2,500 in all for furs, fur garments, and garments trimmed with fur.
 - c) \$1,500 in all for manuscripts, stamps and philatelic property (such as stamp collections).
 - d) \$300 in all for numismatic property (such as coin collections).
 - e) \$5,000 in all for silverware, silver-plated ware, goldware, gold-plated ware, and pewterware.
 - f) \$1,000 for each bicycle, tricycle, unicycle or electric assisted bicycle (up to 500 watts and not exceeding 32 km/h), including accessories and attached equipment.
 - g) \$500 in all for compact discs, and digital video discs while in or on motor vehicles, watercraft or aircraft.

Property And Causes Of Loss We Do Not Cover

We do not cover the following:

- a) loss or damage not due to a sudden, unexpected event.
- b) loss or damage caused by settling, expansion, contraction, moving, shifting, bulging, buckling, or cracking unless fire or explosion follows, then **we** will pay for the resulting damage. **We** will cover damage to building glass for Cover Code B or Cover Code C.
- c) loss or damage caused by snowslide, earthquake, landslide or any **earth movement**. However, if any of those results in fire or explosion, **we** will pay for the resulting loss or damage.
- d) the cost of making good any faulty design, material, or workmanship.
- e) buildings, outbuildings, structures, belongings and any other property when designed, used, or intended for use in whole or in part for:
 - (i) **business** or farming purposes; but in the case of personal computers and related office equipment **we** will cover them if used for farming purposes; or

- (ii) storage, housing or upkeep of agricultural products or supplies, livestock, poultry or animals other than household pets.

except as provided under **Property with Specific Amounts of Protection**.

Incidental office use is permitted.

- f) (i) loss or damage caused directly or indirectly, in whole or in part, by any **fungi** or **spore(s)**.
- (ii) the cost or expense for any testing, monitoring, evaluating or assessing of **fungi** or **spore(s)**.
- g) motorized vehicles, trailers and aircraft. This includes such things as cars, trucks, skidsteers, motorcycles, motorized snow vehicles, all-terrain vehicles, dirt bikes, go-carts, dune buggies, hang gliders, ultralights or other similar aircraft of any name. Nor do **we** cover any parts, furnishings or equipment of those things. For example, CB's, stereo equipment, tires or antennae. However, **we** will cover motorized wheel chairs, lawnmowers, snowblowers, garden equipment, golf carts and electric assisted bicycles (up to 500 watts and not exceeding 32 km/h). Coverage for skidsteers applies only at **your premises** for personal use only (if shown on **your** Cover Page).

An unlicensed boat trailer kept at **your premises** and spare automobile parts and accessories are special cases. These are shown in **Property with Specific Amounts of Protection**.

- h) property illegally acquired, used, kept, or imported.
- i) losses or increased costs of repair due to any bylaw, ordinance, law, act, or regulation regulating the zoning, demolition, repair, or construction of buildings and their related services.
- j) loss or damage to property on exhibit or display, or any time **your** property is being held for sale by others.
- k) loss or damage resulting from criminal or wilful acts done by **you** or by any person whose property is insured under this policy, including such acts done for **you** by someone else.
- l) loss or damage caused directly or indirectly by any illegal or unauthorized activity related to and including the growing, harvesting, manufacturing, processing, storing, sale or distribution of any drug or narcotic or the possession of any substances or items of any kind which constitutes a criminal offense to any **dwellings**, outbuildings or belongings contained therein, whether or not **you** have any knowledge of or are able or unable to control such illegal activity. This includes any alteration of the **premises** to facilitate such illegal activity.
- m) belongings undergoing any process, including cleaning or being worked on, where the damage results from such process. Resulting damage to other property caused by an **insured peril** is covered.
- n) property lawfully seized or confiscated. But **we** will cover such property if it is destroyed to prevent the spread of fire.
- o) loss or damage caused by acts **you** deliberately did or acts **you** failed to do.
- p) loss or damage to **dwellings** or outbuildings while being moved, or while being raised off or lowered onto its foundation, or to belongings contained therein.
- q) loss resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud.
- r) loss or damage resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or **pollutants**.
- s) (i) loss or damage to **data**; or
- (ii) loss or damage caused directly or indirectly by a **data problem**. However, if the loss or damage caused by a **data problem** results in the **occurrence** of further loss of or damage to property insured that is directly caused by fire, explosion or implosion, smoke or **water escape** or **rupture**, all as described under **Perils Insured**, this exclusion shall not apply to such resulting loss or damage.

- t) loss or damage to any removed heating systems on the **premises**, including the structure or enclosure housing the unit(s), and all contents of the same structure if caused by or resulting from the use of the heating unit.
- u) **dwellings** or outbuildings that have been placarded or condemned by any authority or belongings contained therein.
- v) books of account, evidence of debt or title, and documents or other evidence to establish ownership or the right or claim to a benefit or thing.
- w) wind turbine systems including all related equipment and structures manufactured for a rated power generation exceeding 1kW.
- x) loss or damage caused directly or indirectly, in whole or in part, by **terrorism** or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism** regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but **you** are still insured for ensuing loss or damage which results directly from fire or explosion.
- y) loss or damage caused by a nuclear incident as defined in the *Nuclear Liability Act*. Nor do **we** cover nuclear explosion or contamination by radioactive material.
- z) loss or damage caused by war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection, or military power.

General Conditions For Part 1

The following general conditions apply to Part 1 of this policy:

- 1) **We** will not cover people who were holding, storing, or transporting **your** property for a fee at the time of loss.
- 2) After **we** pay for **your** claim, **we** may find that someone else is legally responsible for **your** loss. **We** have the right to recover **our** payment from that person. If **we** ask, **you** must co-operate with **us** in any legal action **we** take at **our** expense and through **our** lawyers. **You** may release another person from their legal responsibility to **you** for loss or damage to **your** property, but **you** must tell **us** if **you** do. The agreement must be in writing, and **you** must make the agreement before any loss or damage takes place.
You must not release another person from their legal responsibility for loss or damage after a loss has occurred. **You** will need **our** consent in writing to do so.
- 3) Any payment for a loss will not lower the total **amount of protection** for the rest of the policy term.
- 4) The Statutory Conditions apply to Part 1 of this policy.
- 5) When **you** have other insurance on property covered by Part 1 of this policy, **we** will only pay **our** share of the loss. **We** will do this even if **your** other insurance covers different perils than this policy. **Our** share will be in the same proportion that the amount of **our** protection bears to the total amount of all **your** fire protection.
- 6) **You** must tell **us** when **your dwelling** becomes **vacant** as defined by this policy.
If **you** do not tell **us** within 30 days of **your dwelling** becoming **vacant** or unoccupied, **we** will not cover any loss or damage that happens after 30 consecutive days of vacancy or unoccupancy.
Vacant dwellings are covered only if Cover Code AE is shown on **your** Cover Page.
Any permission for vacancy that **we** allow in this condition does not change or invalidate any coverage restriction due to vacancy, stated in other parts of this policy.
- 7) If **your** loss is due to a crime, **you** must report the loss to the police or other policing authorities at once. This includes such crimes as theft, burglary, and vandalism or malicious acts.

- 8) **You** must take all reasonable steps to protect **your** property.
- 9) If Cover Code C applies to a loss and it is more restrictive than Cover Code A or Cover Code B shown in this booklet, **we** will adjust **your** claim using the Cover Code most beneficial to **you**.
- 10) If **we** adopt any revision that would broaden coverage under **your** policy during the policy term, and **we** do not charge additional premium, the broadened coverage will immediately apply to **your** policy.
- 11) The **Insured** agrees:
 - a) that repair or replacement must be executed with due diligence and dispatch and as soon as practicable and in any event completed before the two year anniversary of the date when damage to the insured property occurred.
 - b) any loss or damage directly or indirectly, proximately or remotely, resulting from or contributed to by any delay to repair or delay to replace is not covered by this policy. This includes but is not limited to the increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair.

Deferred Loss Settlement Clause

Your Cover Page will show if this clause applies to **your** policy and which **dwelling(s)** it applies to:

1. The amount **we** will pay if **your dwelling** is damaged or destroyed by fire or lightning will be limited to 50% of the amount this policy would normally have paid had this clause not been in force.
2. **You** have nine months from the date of loss to show **us** that **you** spent at least 100% of the amount this policy would normally have paid had this clause not been in force to repair or rebuild the **dwelling** on its original site. If **you** do this, **we** will pay the balance owing on the loss plus interest.
 - a) The balance owing is the amount this policy would normally have paid less the amount paid from 1. above.
 - b) The interest is 3% per year and is calculated on the amount determined in a). **We** will only pay the interest calculated from 60 days after all Proofs of Loss have been completed until the final payment is made.
3. If **you** decide not to repair or rebuild the **dwelling** on its original site **we** will only pay the amount set out in 1. above.
 If **you** send **us** a written request **we** will refund any over-payment of premiums based on the original **amount of protection** less the cost for an **amount of protection** equal to the payment received.
4. If **you** have any other coverage on this **dwelling** **we** will only pay **our** share of any loss. This is based on the amount determined above compared to the total of all coverages.

Part 2 – Personal Liability

(Does not apply when issued as part of an Agro Pak Policy)

Definitions Applicable to Part 2

In addition to other terms defined elsewhere in the Policy, as used herein and in any further amendment, the following terms and expressions have the following meanings:

Bodily Injury means injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

Business in this Part has the same meaning as in Part 1.

Data in this Part has the same meaning as in Part 1.

Jet Propulsion Personal Watercraft in this Part has the same meaning as in Part 1.

Occurrence means an accident to which this coverage applies occurring within the policy period, including continuous or repeated exposure to conditions which results in **bodily injury** or **property damage** neither expected nor intended.

Premises in this Part has the same meaning as in Part 1. It also includes the following:

- a place **you** live in for a short time, but that **you** do not own. For example, a hotel or motel room.
- **your** own or **your** family's burial site in Canada.
- a non-business location in Canada which **you** become owner of or take possession of during the policy term. **You** will be covered for up to 30 days after **you** take ownership or possession.

Property Damage means physical damage to, or destruction of tangible property, including the loss of use of this property.

Residence Employee in this Part has the same meaning as Part 1. **Your residence employee** will be covered while using farm machinery if it is not a usual part of their job

Terrorism in this Part has the same meaning as in Part 1.

We, us, or our in this Part has the same meaning as in Part 1.

You and your in this Part has the same meaning as in Part 1.

In Part 2, **you** and **your** also means these additional people:

- **your residence employees.**
- workers during construction of **your dwelling**. The workers can be paid or unpaid. But **we** will not cover any independent contractor or employees of the contractor.
- any person or organization legally liable for damages caused by watercraft (excluding **jet propulsion personal watercraft**) or animals owned by **you**, and to which this insurance applies. This does not include anyone using or having custody of the watercraft (excluding **jet propulsion personal watercraft**) or animals, in the course of any **business** or without **your** permission.
- any person who is insured by this policy at the time of **your** death and who continues residing on the **premises**. **We** will cover them until the end of the policy term or cancellation of the policy, whichever comes first.
- **your** executors or administrators while they are tending to **your premises**. **We** will cover them until the end of the policy term or cancellation of the policy, whichever comes first.

Personal Liability

You must take reasonable care that **you** do not, or **your** property does not harm someone else or their property. If **you** do not, **you** may be negligent. People who are hurt or whose property is unintentionally damaged because of **your** negligence may have a legal right to be paid for their damages. A liability claim or action brought against **you** can come from a single event or it can come from a continuous or repeated condition. **We** will treat this as if all damage was from a single **occurrence**.

We will only pay compensatory damages for **bodily injury** or **property damage**. **We** will pay for claims arising out of **your** personal actions anywhere in the world, including claims due to **your** actions while engaged in volunteer work for a charitable or non-profit organization. **We** will pay for claims due to the condition or use of **your premises**. **We** will only pay claims where **you** are legally liable; however, there may be situations where **we** will pay and **you** are not legally liable. These are explained under **Added Features of Your Part 2 – Personal Liability Coverage: Voluntary Medical Payments** or **Voluntary Property Damage Payments**.

We will not pay for **bodily injury** or **property damage** caused by or arising out of:

- a) the ownership of a rented dwelling, **vacant** dwelling, or a seasonal dwelling and its related property within the same resort area; or
- b) the renting of a room or suite to others; or
- c) the use of and ownership of a **jet propulsion personal watercraft** or an all-terrain vehicle; or
- d) **business** use of the **premises**;

unless an additional premium has been paid and coverage extension is shown on **your** Cover Page.

Amount of Protection

We will pay up to the **amount of protection** shown on **your** Cover Page. The amount shown is the maximum amount **we** will pay for all compensatory damages in response of any one **occurrence**, regardless of the number of **Insureds** against whom a claim is made or action is brought. As explained later under **Defense Settlement – Supplementary Payments**, **we** pay for certain related costs too, which are in addition to the **amount of protection**.

Bodily Injury and Property Damage

We will pay for **bodily injury** or **property damage** to someone else if **you** are legally liable. This includes:

- a) claims due to an agreement **you** sign that accepts the liability of another as it relates to **premises** owned by **you**.
- b) claims if **your residence employee** is hurt while on the job. **You** will also be covered if the employee is hurt using a motorized vehicle, all-terrain vehicle, watercraft or **jet propulsion personal watercraft** for **you**. **We** will not cover **bodily injury** arising out of the use or ownership of any aircraft or air cushion vehicles.
- c) claims if other people are hurt while they are working for **you** during construction on **your premises**, whether they are paid or unpaid.
- d) claims made against **you** by others for loss caused by an independent contractor or employees of the contractor, but only during construction at a location shown on **your** Cover Page.
- e) claims due to motorized wheelchairs, lawnmowers, snowblowers, garden equipment, or golf carts that **you** own or use. **We** will also cover **you** when someone else uses this equipment for **you**.
- f) claims due to watercraft **you** own. However, if they are powered by more than 25 horsepower, an additional premium must be paid and coverage extension must be shown on **your** Cover Page for coverage to apply.

- g) claims due to **your** use of watercraft or **jet propulsion personal watercraft** that are owned by someone else.
- h) claims due to **your** use of motorized vehicles that are owned by someone else. The vehicles must be recreational in nature and must be intended for off-road use and they must not have a licence, nor be required by law to have one. For example, a go-cart at an amusement park. **We** will not cover claims due to **your** use of these vehicles in a race, speed test, or **business**.

Tenants and Renters

We will pay compensatory damages to **premises** or to property contained within such **premises** that **you** rent or use but do not own. For example, a rented dwelling, suite, or a hotel or motel room.

We will only pay if Part 1 coverages are shown on **your** Cover Page. **We** will not pay if the only reason **you** are legally liable is that **you** have agreed to accept another's liability. **We** will only pay if **you** would be legally liable without that agreement.

We will only pay for **property damage** caused by the perils insured shown on **your** Cover Page and as described and limited in Part 1.

A **property damage** deductible of \$1,000 will apply to this coverage except for any loss or damage caused by the Perils 1) - 10) listed under **Perils Insured** defined under Part 1.

We may pay a part or all of this **property damage** deductible amount to affect settlement of a claim or action against **you**. **You** shall be responsible to promptly reimburse **us** the amount of **property damage** deductible paid on **your** behalf.

Added Features of Your Part 2 – Personal Liability Coverage

We give **you** two added features as part of **your** Personal Liability Coverage. The amounts **we** pay adds to **your** total **amount of protection**. These coverages are not subject to a deductible.

Voluntary Medical Payments

We will pay up to \$5,000 for reasonable medical and related expenses for each person injured in any one **occurrence**. The injury must be due to **your** actions, or the condition or use of **your premises**. **We** will pay even if **you** are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance services and funeral expenses. **We** will only pay for reasonable medical expense incurred within one year of the date of the **occurrence**.

We will not pay for expenses covered by any medical, surgical, dental, hospitalization or health plan that the injured person(s) may have, or be eligible for, nor for any costs covered under any other insurance or workers' compensation law.

We will pay for **bodily injury** to **your residence employees**, and to paid or unpaid workers who are injured during construction work on **your premises**. **We** will not pay for **bodily injury** to **you** or any other member of **your** household.

Voluntary Property Damage Payments

We will pay up to \$5,000 for direct damage to the property of someone else. The damage must be due to **your** actions or the condition or use of **your premises**. **We** will pay even if **you** are not legally liable. This feature can cover deliberate damage, but it must be caused by a person **we** cover who is 12 years of age or less.

We will not pay for:

- claims resulting from the loss of use, disappearance or theft of property.
- loss or damage to property of **your** tenant.
- loss or damage caused by **your business** activities.

Optional Extensions

All-Terrain Vehicle Liability Coverage

Available in Saskatchewan only – Subject to the *All Terrain Vehicles Act*.

Your Personal Liability will extend to cover **bodily injury** or **property damage** arising out of the ownership, maintenance, operation or use of an all-terrain vehicle, if **your** Cover Page shows that this extension of coverage applies. It will also show which options apply to **you** and to which all-terrain vehicle(s) it applies. **We** will automatically provide coverage for newly acquired all-terrain vehicles for a period of 30 days from the date of acquisition. The **amount of protection** shown on **your** Cover Page for this extension of coverage, is the maximum amount **we** will pay for claims arising from the newly acquired unit.

Passenger Hazard Option

(Applies only if shown on your Cover Page)

You may be legally liable for **bodily injury** to a passenger of an all-terrain vehicle. A passenger is anyone being carried upon, getting on to, or alighting from the unit.

We will not pay for claims arising when the seating capacity, as established by the manufacturer, is exceeded.

Under Age Operator Option

(Applies only if shown on your Cover Page)

You may be legally liable for **bodily injury** or **property damage** caused by an under age operator of an all-terrain vehicle. **We** will extend coverage to include an operator between the ages of 12 years and 16 years when operated in accordance with the *All Terrain Vehicles Act*.

We will not pay for claims when:

- a) the engine capacity exceeds 250 c.c.; or
- b) the operator is under the age of 12 years.

Claims We Will Not Cover

We will not cover:

- 1) claims due to **bodily injury** or **property damage** when the unit is not operated in accordance with the *All Terrain Vehicles Act*.
- 2) claims due to **bodily injury** to a passenger unless the **Passenger Hazard Option** is shown on **your** Cover Page.
- 3) claims due to the **bodily injury** or **property damage** caused by an operator under 16 years of age. unless the **Under Age Operator Option** is shown on **your** Cover Page.
- 4) claims due to **bodily injury** or **property damage** caused by an operator under the influence of intoxicating liquor or drugs.
- 5) claims due to **bodily injury** or **property damage** caused by an operator in any race or speed test.
- 6) claims due to **bodily injury** or **property damage** resulting from any illicit, prohibited trade or transportation.
- 7) claims due to **bodily injury** or **property damage** resulting from carrying passengers for a fee.
- 8) claims due to **bodily injury** or **property damage** caused while the unit is rented or leased to others.

Jet Propulsion Personal Watercraft Liability Coverage

Your Personal Liability will extend to cover **bodily injury** or **property damage** arising out of the ownership, maintenance, operation or use of a personal watercraft unit, if **your** Cover Page shows that this extension of coverage applies. It will also show which option applies to **you** and to which personal watercraft unit(s) it applies. **We** will automatically provide coverage for newly acquired units for a period of 30 days from the date of acquisition. The **amount of protection** shown on **your** Cover Page for this extension of coverage, is the maximum amount **we** will pay for claims arising from the newly acquired unit.

Passenger Hazard Option (Applies only if shown on your Cover Page)

You may be legally liable for **bodily injury** to a passenger of a personal watercraft unit. A passenger is anyone being carried upon, getting on to, or alighting from the unit.

We will not pay for claims when the seating capacity, as established by the manufacturer, has been exceeded.

Claims We Will Not Cover

We will not cover:

- 1) claims due to **bodily injury** to a passenger unless the **Passenger Hazard Option** is shown on **your** Cover Page.
- 2) claims due to the **bodily injury** or **property damage** caused by an operator under 16 years of age.
- 3) claims due to **bodily injury** or **property damage** caused by an operator under the influence of intoxicating liquor or drugs.
- 4) claims due to **bodily injury** or **property damage** caused by an operator in any race or speed test.
- 5) claims due to **bodily injury** or **property damage** resulting from any illicit, prohibited trade or transportation.
- 6) claims due to **bodily injury** or **property damage** resulting from carrying passengers for a fee.
- 7) claims due to **bodily injury** or **property damage** caused while the personal watercraft unit is rented or leased to others.
- 8) claims due to **bodily injury** or **property damage** resulting from the operation of personal watercraft unit(s) in any area where their use and operation is restricted or prohibited.
- 9) claims due to **bodily injury** or **property damage** when a personal watercraft unit is not operated in accordance with the *Canada Shipping Act* regulations governing age and horsepower restrictions and operator competency requirements.

Claims We Will Not Cover

This applies to all coverages in **Part 2 – Personal Liability**

We will not cover:

- a) claims caused by pollution of the land, water, or air. However, **we** will cover **bodily injury** or **property damage** caused by heat, smoke, or fumes from a **hostile fire**. **Hostile fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
- b) claims caused by radioactive contamination or fallout.
- c) claims arising from war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power.
- d) claims caused by **bodily injury** to, or damage to property of persons covered by this policy, except those persons called **additional people** under the definition of **You** and **Your** under Part 2 of this policy.
- e) claims arising out of any **business**, farming or professional activities or operations, however, **we** will cover claims due to **your** actions while engaged in work for someone else in the following jobs: teacher, clerical worker, sales person, bill or money collector, messenger, or lifeguard.
- f) claims arising out of the ownership or housing of livestock, poultry or animals other than household pets.
- g) claims caused by **bodily injury** to a co-worker while **you** are on the job.
- h) claims due to any obligation under a disability benefits plan, workers' compensation law, or employment insurance compensation law or any similar law.

- i) claims respecting property **you** own or owned, rent or rented or had in **your** care except as shown in **Tenants and Renters**.
- j) claims due to aircraft, air cushion vehicles, hang gliders, ultralights or other similar aircraft of any name, or aircraft landing areas that **you** own or use. **We** will not cover the use of them for **you** by others, or claims caused by their use when **you** have entrusted them to others. Model aircraft are not part of this exclusion; however, **we** will only cover them when kept or used for amusement purposes as part of **your** hobby.
- k) claims due to motorized vehicles or trailers that **you** own or use. This includes cars, vans, trucks, motorcycles, motorized snow vehicles, dune buggies, and the like and any vehicles required to be licensed. **We** will not cover the use of them for **you** by others or claims due to their use when **you** have entrusted them to others. However, as an exception to this, **we** will cover claims which arise out of the use of golf carts, all-terrain vehicles including dirt bikes, electric assisted bicycles (up to 500 watts and not exceeding 32 km/h) and motorized vehicles used by **your residence employees** while they are working for **you**. **We** will cover **bodily injury** or **property damage** claims arising out of **your** ownership, maintenance, use or operation of any utility, boat, camper or home trailer or its equipment, provided that such trailers are not required to be licensed and are not being towed by, attached to or carried on a motorized vehicle.
- l) claims caused by the use and ownership of a **jet propulsion personal watercraft**, or all-terrain vehicle unless coverage extension is shown on **your** Cover Page.
- m) claims caused by the use and/or ownership of a skidsteer away from **your premises**.
- n) claims caused by a watercraft:
 - used in a race or speed test.
 - used for carrying passengers for a fee.
 - used for **business** purposes.
 - used or operated by anyone under the influence of intoxicating liquor or drugs.
 - rented or leased by others.
- o) claims due to **bodily injury** or **property damage** when watercraft are not operated in accordance with the *Canada Shipping Act* regulations governing age and horsepower restrictions and operator competency requirements.
- p) claims due to **bodily injury** or **property damage** deliberately caused by **you** or for **you** by someone else.
- q) claims caused by any intentional, illegal or criminal act or failure to act by:
 - (i) any person insured by this policy; or
 - (ii) any other person at the direction of any person insured by this policy.
- r) claims due to **bodily injury** resulting from transmission of any communicable disease.
- s) claims caused by sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy, or claims arising from the intentional or negligent failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment.
- t) claims arising directly or indirectly, in whole or in part, out of **terrorism** or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

- u) claims due to:
 - (i) the erasure, destruction, corruption, misappropriation, misinterpretation of **data**, or erroneously creating, amending, entering, deleting or using **data**, including any loss of use arising from any of these actions or events; or
 - (ii) the distribution or display of **data**, by means of an internet website, the internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of **data**.
- v) claims due to **bodily injury** or **property damage** arising directly or indirectly from any **fungi** or **spore(s)**. **We** will not cover the cost or expense for any testing, monitoring, evaluating or assessing of **fungi** or **spore(s)**.
- w) claims due to **bodily injury** or **property damage** caused directly or indirectly by an animal **you** own or for which **you** are responsible and which, prior to the **occurrence** which gives rise to the claim, has been declared under any law, bylaw or municipal ordinance to be a dangerous animal.
- x) claims due to **bodily injury** or **property damage** that arises out of electronic aggression, including but not limited to harassment or bullying committed:
 - (i) by any means of an electronic forum, including but not limited to a blog, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a website, or a weblog; or
 - (ii) by other electronic means, including but not limited to e-mail, instant messaging, or text messaging.

If You Have A Claim What You Must Do

- 1) **You** must promptly give **us** notice in writing when an **occurrence** takes place.
The notice must include:
 - (i) the date, time, place and circumstances of the **occurrence**.
 - (ii) names and addresses of witnesses and potential claimants.
- 2) **You** must not admit that **you** are legally liable. **You** may not know all of the facts. This means that **you** must not pay or offer to pay for **bodily injury** or **property damage**. It could be taken as an admission that **you** were legally liable.
- 3) **You** must follow all conditions of the policy that deal with **your** claim.
- 4) **You** must give **us** any letters or papers **you** receive from the people or the representatives of the people making the claim. **You** must do this as soon as **you** get them.
- 5) **You** must co-operate fully with **us** while **we** handle **your** claim.
- 6) **You** must co-operate fully in the legal matters **we** are handling for **you**. **You** must not interfere in any legal action, negotiation or discussion.

If You Have A Claim What We Will Do

If a claim is made against **you** for which **you** are insured, **we** will defend **you** even if the claim is groundless, false or fraudulent. **We** reserve the right to select legal counsel, investigate, negotiate and settle any claim if **we** decide this is appropriate. **We** will only pay for the legal counsel **we** select. **We** will try to settle the claim out of court if **we** feel that is the best thing to do.

Defense Settlement – Supplementary Payments

We will:

- a) pay up to \$100 a day for **your** actual loss of wages or salary when **we** ask **you** to do something for **us**. For example, if **we** ask **you** to appear in court.
- b) pay for other reasonable expenses and court costs charged against **you**, including expenses which **you** have incurred for emergency medical or surgical treatment to others following an **occurrence** insured by this policy.
- c) buy any appeal bonds.
- d) buy any bonds needed to release property held by the court because of a lawsuit. However, the total face value of these bonds cannot be more than **your** applicable **amount of protection**.
- e) pay the interest that a court charges on the part of the final judgment that **we** are paying.

How We Settle A Claim

We will not pay until **you** have fully complied with all the terms of this coverage, nor until the amount of **your** obligation to pay has been finally determined, either by a judgment against **you** or by an agreement that has **our** consent.

If **we** feel that **you** have done nothing wrong, **we** may refuse to pay a claim. This does not mean that **you** will not be covered. It means **we** feel **you** are not legally liable. If after **we** deny a claim on **your** behalf a court finds that **you** are legally liable, **you** will be covered.

General Conditions for Part 2

- 1) The **bodily injury** or **property damage** must take place during the policy term.
- 2) There are only two ways to cancel **your** Personal Liability coverage before the end of **your** policy term:
 - a) **you** must tell **us** that **you** wish to cancel and when **you** wish **your** coverage to end; or
 - b) **we** must tell **you** in writing that **we** wish to cancel. **We** do this by registered mail or in person. If **our** notice comes to **you** by registered mail, **your** coverage will end 15 days after **your** post office gets the letter. When **we** give **you** the notice in person, **your** coverage will end five days later.

We will refund the premium for the time between the cancellation date and the end of the policy term.

- 3) If **you** take legal action against **us**, **you** must do so within two years of the date on which **you** had cause to take such action.
- 4) If **you** have other liability insurance, **we** will only pay **our** share of the claim. **Our** share will be in the same proportion that the amount of **our** coverage bears to the total of all **your** Personal Liability coverages.

Part 3 – Statutory Conditions

In respect of Part 2 – Personal Liability, only Statutory Conditions 1, 3, 4, 5 & 15 apply. Otherwise all of the Statutory Conditions apply with respect to all perils insured by this policy. In the following **you**, the name shown on **your** Cover Page, are called the **Insured**. **We** are called the **Insurer**.

1. Misrepresentation

If any person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the Insurer in order to enable it to judge of the risk to be undertaken, the contract shall be 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 shall be liable for loss or damage occurring after an authorized assignment pursuant to the *Bankruptcy and Insolvency Act (Canada)* or change of title by succession, by operation or law, or by death.

4. Material Change

Any change material to the risk and within the control and knowledge of the **Insured** shall void 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 he desires the contract to continue in force, he must, within 15 days of the receipt of the notice, pay to the Insurer an additional premium; and in default of such payment the contract shall no longer be in force and the Insurer shall return the unearned portion, if any, of the premium paid.

5. Termination of Insurance

(1) This contract may be terminated:

- (a) by the Insurer giving to the **Insured** 15 days notice of termination by registered mail, or 5 days written notice of termination personally delivered; or
- (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 *pro rata* premium for the expired time, but, in no event, shall the *pro rata* 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 termination 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 by cheque payable at par.

(5) The 15 days mentioned in clause (a) of subcondition (1) 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 such 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 on 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 by statutory declaration, and furnish a copy of the written portion of any other contract.
- (2) The evidence furnished under clauses (c) and (d) of subparagraph (1) 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, shall vitiate 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 any 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 *pro rata* towards any reasonable and proper expenses in connection with steps taken by the **Insured** and required under subparagraph 1 of this condition according to the respective interests of the parties.

10. Entry, Control, Abandonment

After any loss or damage to insured property, the Insurer shall have 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 shall not be entitled to 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 Saskatchewan Insurance Act* before there can be any recovery under this contract whether the right to recovery 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 shall be payable within 60 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 30 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 45 days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

14. Action

Repealed

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; and 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; and in this condition, the expression **registered** means registered in or outside Canada.

Privacy: Our Commitment

Thank you for choosing SGI CANADA.

At SGI CANADA **we** value **our** customers and take **your** privacy seriously. During the course of **business** with **you**, **our** brokers or **we** may ask for personal information so **we** can serve **you** better. **You** can rest assured that **we'll** protect and respect **your** personal information and privacy — from the time **we** first collect the information until it is disposed of. After all, SGI CANADA's business is built on **your** trust.

Our commitment to **you** is to collect only the information **we** need to conduct **your business** and to adhere to industry best practices in handling and protecting **your** personal information.

Protecting **your** privacy is important to **us** at SGI CANADA.

If you want to:

- access **your** personal information or have **your** information corrected.
- change **your** consent with respect to how **we** collect, use or disclose **your** personal information.
- file a complaint about **our** privacy policies or the manner in which **we've** handled **your** personal information.
- inquire about any other privacy questions or concerns.

Please contact:

SGI CANADA Chief Privacy Officer
2260 – 11th Avenue
Regina, Saskatchewan
S4P 0J9
Phone: 1-800-667-8015
E-mail: privacyofficer@sgi.sk.ca

If **you're** not satisfied with the outcome of an inquiry or complaint handled by SGI CANADA's Chief Privacy Officer, **you** may address **your** concerns to:

Office of the Saskatchewan Information and Privacy Commissioner
503 – 1801 Hamilton St.
Regina, Saskatchewan
S4P 4B4
Phone: 306-787-8350
Toll free within Saskatchewan: 1-877-748-2298
Fax: 306-798-1603
www.oipc.sk.ca

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