

**Seasonal Mobile Home  
Policy Form: MH-2 (Rev. May 25, 2012)**

**Agreement**

We provide the insurance, described in this policy. In return for the premium, and subject to the terms and conditions set out. This policy consists of two sections:

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

**SECTION II** describes the insurance for your legal liability to others, because of bodily injury or property damage. All amounts of insurance, premium and other amounts as expressed in this policy are in Canadian Currency.

**SECTION I – PROPERTY COVERAGES**

**DEFINITIONS**

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

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

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

“Mobile Home” means the mobile home described in the declarations occupied by you as a seasonal dwelling building and attached structures.

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

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

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

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

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

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

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

“Vacant” means:

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

“Vermis” means any of various destructive wild animals.

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

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

**COVERAGE “A” – MOBILE HOME BUILDING**

We insure:

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

**COVERAGE “B” – DETACHED PRIVATE STRUCTURES**

We insure structures or buildings not insured under coverage “A”, on your premises, separate from the mobile home by a clear space, if they are connected to the mobile home by a fence, utility line or similar connection only, they are considered detached structures. If there is more than one such structure, the insurance granted by this extension shall cover and attach, on the several structures, in the proportion that the value of each shall bear to the value of all at the time of loss.

**COVERAGE “C” – PERSONAL PROPERTY**

1. We insure the contents of your mobile home, and other personal property you own, wear, or use while, on your premises, which is usual to the ownership or maintenance of a dwelling.

Special Limits of Insurance:

We insure:

1. Watercraft, their equipment, furnishings and accessories and motors up to \$1,000 in all;
2. Lawn mower, snow blowers, garden tractors or other garden equipment, wheelchairs, and golf carts up to \$5,000 in all;
3. Bicycles, including their equipment and accessories up to \$300 in all on each bicycle;
4. Tools up to \$1,000 in all.

Property Excluded:

We do not insure loss or damage to:

1. property of roomers or boarders not related to you;
2. lawns, trees, plants or shrubs, animals, birds or fish;
3. any structures used for manufacturing or farming purposes;
4. books of account and evidences of title or debt;
5. motorized vehicles, trailers, aircraft, their furnishings, equipment, except for lawn and garden equipment;
6. property illegally acquired, kept stored, or transported;

7. property seized or confiscated for breach of law or by order of any civil authority, but this exclusion shall not apply to property seized or confiscated for the purpose of destruction at the time of fire or the prevention of spread of such fire;
8. property pertaining to business, profession, or occupation;
9. money, bullion, cheques, or drafts;
10. securities, tickets or manuscripts;
11. stamps, coins or numismatic or philatelic property;
12. silverware, silver-plated ware, goldware, gold-plated ware or pewter ware;
13. jewellery, precious or semi precious stones, watches, furs and garments trimmed with fur;
14. tapes, discs, records or other media while in or on motor vehicle, watercraft or aircraft.
15. Data.

## INSURED PERILS

One of the following sections applies, as indicated on the Declarations Page:

**All Risks;  
or Specified Perils**

### All Risks

If "All Risks" is indicated on the Declarations Page, you are insured against all risks of direct physical loss or damage to the property described in Coverages "A", "B" and "C" except we do not insure loss as a result of:

1. Settling, expansion, contraction, moving, bulging or cracking; however, if loss or damage to building glass results, we will pay for that resulting damage.
2. Wear and tear, marring and scratching, gradual deterioration, latent defect, mechanical, electrical or electronic, breakdown, or disturbance, inherent vice, rust or corrosion, extremes of temperature, dampness of atmosphere, wet or dry rot, mould or contamination.
3. The cost of making good faulty workmanship.
4. Loss or damage occurring after your mobile home has to your knowledge, been vacant, even if partially or fully furnished, for more than 30 consecutive days.
5. Loss or damage caused by any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas.
6. Loss or damage caused by war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power.
7. Loss or damage to buildings units of structures used in whole, or in part for business of farming purposes, unless declared in The Policy Declarations.
8. Loss or damage resulting from any intentional or criminal act or failure to act by:
  - a) Any person insured by this policy; or
  - b) Any other person, at the direction of any person insured by this policy.
9. Loss or damage to personal property while undergoing a process involving the application of heat but resulting damage to other property is insured
10. Loss or damage to property illegally acquired, kept stored or transported.
11. Loss or damage to books of account, and evidences of debt or title.
12. Loss or damage to property lawfully seized or confiscated, unless such property is destroyed to prevent the spread of fire.

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

13. Birds, vermin, insects, raccoons or rodents, except loss or damage to building glass results, we will pay only for that resulting damage.
14. Smoke from agricultural smudging or industrial operations.
15. Theft or attempted theft of property in or from a mobile home until completed and ready to be occupied.
16. Theft or attempted theft by any tenant, members of a tenants household, or employees of the tenant
17. Windstorms, hail, weight of ice, snow or sleet or collapse to outdoor radio and TV antennae or satellite receivers
18. Hail if the mobile home has a metal roof and/or siding, unless the hail directly causes an opening in the roof and/or siding
19. Snow-slide, earthquake, landslide or any other earth movement. If any of these result in a fire or explosion, we will pay only for the resulting loss or damage
20. Vandalism or malicious acts or glass breakage occurring while your mobile home is under construction or installation, or vacant, even if permission for construction, installation or vacancy has been given by us
21. Flood, surface water spray, waves, tides, tidal waves, log or water-borne objects, all whether wind driven or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached thereto
22. Water below the surface of the ground, including water which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings
23. Backing up or escape of water from an eaves trough or downpour
24. Discharge or overflow of water or steam from within:
  - a) A plumbing system
  - b) A heating or air-conditioning system
  - c) A sprinkler system
  - d) Any domestic appliance
  - e) Any swimming pool or attached equipment
  - f) Any public watermain
 Occurring while or as:
  - i) Your mobile home is under construction or installation, or vacant, even if permission for construction, installation, installation or vacancy has been given by us; or
  - ii) Continuous or repeated seepage or leakage
25. Bursting, tearing apart, cracking, burning or bulging due to the pressure or lack of pressure of water or steam in:
  - a) A plumbing system
  - b) A heating or air-conditioning system
  - c) A sprinkler system
  - d) Any appliance for heating water,
 Occurring while or as:
  - i) Your mobile home is under construction or installation, or vacant, even if permission for construction, installation or vacancy has been given by us; or
  - ii) Continuous or repeated seepage or leakage,
26. Freezing, thawing or pressure or weight of ice, snow or sleet, whether wind driven or not to any:
  - a) Fence
  - b) Patio
  - c) Pavement
  - d) Swimming pool or attached equipment

- e) Public watermain
- f) Foundation, retaining wall or bulkhead
- g) Pier wharf or dock,
- 27. Freezing or discharge or overflow of water or steam as a result of freezing to:
  - a) A plumbing system
  - b) A heating or air-conditioning system
  - c) A sprinkler system
  - d) Any domestic appliance; that
    - i) Is not within a building, or structure, heated during the usual heating season; or
    - ii) Occurs in a building or structure, that is unoccupied, unless you have taken reasonable care to:
      - 1) Maintain heat in the building or structure; or
      - 2) Shut off the water supply and drained the system or appliance of water.
- 28. Loss or damage caused by contamination from radioactive material.
- 29. 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.
- 30. i) data;  
ii) loss or damage caused directly or indirectly by data problem. However, if loss or damage caused by data problem results in the occurrence of further loss of or damage to property insured that is directly caused by fire, explosion, smoke, leakage from fire protective equipment, water damage, this exclusion shall not apply to such resulting loss or damage;
- 31. Loss or damage caused, howsoever caused, which results directly or indirectly from any Illegal Substance Activity. This exclusion will apply regardless of whether you are aware or unaware of such Illegal Substance Activity or whether you are able or unable to control such Illegal Substance Activity.

### Specified Perils

If "Specified Perils" is indicated on the Declarations Page, then subject to the exclusions and conditions in this policy, Specified Perils means:

1. Fire.
2. Lightning.
3. Explosion. This excludes electric arcing, water hammer or rupture of any vessel or conduit due to water pressure therein.
4. Falling objects. This means an object which, while falling strikes the exterior of the mobile home or detached private structure. There is no coverage for loss or damage caused to glass, by snowslide, landslide or any other earth movement, to outdoor radio or TV antennae or their appurtenances, to awnings, fences, lawn shrubs or trees.
5. Impact by aircraft or land vehicle. This does not include a vehicle belonging to you or under your control, and damage to any animal.
6. Riot.
7. Water Escape, Rupture, Freezing. This means:
  - a) accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, water bed, fish tank, swimming pool or equipment attached or public water mains;
  - b) sudden and accidental bursting, tearing apart, cracking, burning or bulging due to the pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or an appliance for heating water;
  - c) freezing of any part of a plumbing, heating, sprinkler or air conditioning system, or domestic appliance, within a building heated during the usual heating season.

We do not insure loss or damage:

  1. caused by continuous repeated seepage or leakage;
  2. to the system or appliance caused by rust or corrosion;
  3. to public water mains, outdoor swimming pools or equipment attached;
  4. occurring while the mobile home is under construction or vacant;
  5. caused by freezing which occurs during the usual heating season if you have been away from your premises for more than 4 consecutive days. However, if you have arranged for a competent person to enter your mobile home daily to ensure that heating was being maintained or if you had shut off the water supply and had drained all the pipes and appliances, you would still be insured.
  6. caused by rupture, backing up or escape of water from a sewer.

As a mobile home owner, we will also pay to replace any walls, ceilings or other parts of your mobile home that must be torn apart before the damage can be repaired, except damage related to swimming pools and public water mains.

As a tenant, this coverage will apply to your improvements and betterments

8. Windstorm or Hail. This does not include loss or damage to your personal property or improvements or betterments within your mobile home or to the interior of your mobile home caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the mobile home.
 

We do not insure damage:

  - a) to outdoor radio and T.V. antennae, satellite receivers and their attachments;
  - b) due to the weight or pressure of melting of snow or ice, waves, floods whether driven by wind or not;
  - c) by hail, if the mobile home has a metal roof and/or siding, unless the hail directly causes an opening in the roof and/or siding.
9. Smoke. This means smoke due to the sudden, unusual and faulty operation of any heating or cooking unit in or on the premises.
10. Burglary. If Burglary is indicated on the Declarations Page, this perils will apply for the specified limit only. Burglary means theft of personal property from the premises following illegal and forcible entry or exit with visible signs of the forcible entry or exit. We will pay up to \$500 of the burglary limit for damage to the building caused by burglary.

### Loss or Damage Not Insured

We do not insure:

1. Loss or damage occurring after your mobile home has, to your knowledge been vacant for more than 30 consecutive days;
2. Loss or damage caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
3. Loss or damage caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
4. Buildings, units or structures used in whole or in part for business or farming purposes, unless declared in the Declarations Page;
5. Laws or increased costs of repair due the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
6. Loss or damage resulting from any intentional or criminal act or failure to act by:
  - a) any person insured under this policy;
  - b) any other persona at the direction of any person insured under this policy.
7. Loss or damage to personal property while undergoing a process involving the application of heat but resulting damage to other property is insured;
8. Loss of, or damage to any property illegally acquired, kept, stored or transported;
9. Loss of, or damage to books of account and evidences of debt or title;
10. Loss of damage to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;

11. Lawns and outdoor trees, shrubs and plants if you are a tenant;
12. Loss or damage caused by wear and tear, gradual deterioration or inherent vice.
13. 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.
14.
  - i) Data
  - ii) Loss or damage caused directly or indirectly by data problem. However, if loss or damage caused by data problem results in the occurrence of further loss of or damage to property insured that is directly caused by fire, explosion, smoke, leakage from fire protective equipment, water damage, this exclusion shall not apply to such resulting loss or damage;
15. Loss or damage caused directly or indirectly by;
  - a. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufatured gas;
  - b. contamination by radioactive material;
16. loss or damage caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutant;
17. loss or damage caused by snow slide, earthquake, landslide or any other earth movement unless a fire or explosion results, in which case we will insure on that portion of the damage caused by these perils;
18. Loss or damage caused, howsoever caused, which results directly or indirectly from any Illegal Substance Activity. This exclusion will apply regardless of whether you are aware or unaware of such Illegal Substance Activity or whether you are able or unable to control such Illegal Substance Activity.

## DEDUCTIBLE

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

## BASIS OF CLAIM PAYMENT

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

Any loss or damage shall not reduce the amount(s) of insurance provided by this policy except in the event of total or constructive total loss in which case the total premium of the policy shall be earned in full.

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

One of the following basis of claim payment schemes applies, as indicated on the Declarations Page:

### Actual Cash Value or Replacement Cost.

#### Actual Cash Value

We will pay whichever is the least of:

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

We pay for the loss of or damage to, or may repair or replace the property. We may take over salvage if we wish.

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

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

If necessary, you must help us verify the damage.

#### Replacement Cost

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

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

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

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

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

## EXTENSIONS OF COVERAGE

1. **Removal of property:** The amounts of Insurance shown in the Declarations include the cost of removing debris of the property Insured under this policy, as a result of an insured peril. If you must remove insured property from the premises to protect it from loss or damage, it is Insured by this policy for 7 days or until your policy term ends, whichever is first. The amount of insurance will be divided in the proportion that the value of the property removed bears to the value of all the property at the

## SPECIAL CONDITIONS

### 90% Co-Insurance Clause - Applicable to Coverage "A"

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

## Permission Granted

You are allowed to:

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

## Insurance under more than one policy

If you have insurance on specifically described property, our policy will be considered excess insurance, and we will not pay any loss or claim until the amount of such other insurance is used up. In all other cases our policy will pay its ratable proportion of the loss or claim.

## Subrogation

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

## SECTION II – LIABILITY COVERAGE

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

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

- a) You own no draft or saddle animals
- b) No business, or occupational pursuits are conducted on the premises
- c) There are no permanent in-servants, out-servants, or private chauffeurs
- d) There are no elevators, escalators or inclinators on the premises
- e) There is no swimming, or wading pools over 30 inches (75cm) in depth

## Definitions (applicable to Section II)

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

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

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

"Bodily injury" means bodily injury, sickness or disease resulting death.

"Property damage" Means damage to, destruction of or loss of use of property.

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

"Premises" in this Section means all premises where the person(s) named as insured on the Policy Declarations, or their spouse.

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

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

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

"Terrorism" means an ideologically motivated unlawful act or acts, included 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.

## Coverage

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

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

## Coverage "E" – Legal Liability

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

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

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

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

1. **Personal Liability:** Legal liability for unintentional bodily injury or property damage arising out of your ownership and activities of the premises as declared on the policy.

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

- a) The ownership, use or operation of any motorized vehicle, trailer or watercraft, except those which coverage is shown in this policy
  - b) Damage to property you own, use, occupy or lease
  - c) Damage to property owned, used, occupied or leased by anyone included in the definition of "you" and "your" in Section II of this policy
  - d) Damage to personal property of fixtures because of work done on them by you or anyone on your behalf.
  - e) Liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract
  - f) The personal actions of a named insured who does not reside on the premises described on the declaration page
  - g) Bodily injury to you or to any person residing in your household other than a residence employee;
2. **Premises Liability:** Legal liability arising out of your ownership, use or occupancy of the premises defined in Section II. This insurance also applies if you assume, by written contract, the legal liability of other persons in relation to your premises.

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

- a) Damage to property you own, occupy or lease
- b) Damage to property owned, occupied or leased by anyone included in the definition of "you" or "your" in Section II of this policy
- c) Bodily injury to you or to any persons residing in your household, other than a residence employee of this policy.

## Defense, Settlement, Supplementary Payments

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

In addition to the limit of Insurance under Coverage "e", we will pay:

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

#### **COVERAGE "F" – VOLUNTARY MEDICAL PAYMENTS**

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

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

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

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

You are insured for claims arising out of the ownership, use or operation of any motorized vehicle, except those for which coverage is shown in this policy.

If requested by us, you must arrange for the injured person(s) to:

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

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

No suit may be brought against us until you have fully complied with the terms of this Coverage.

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

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

#### **You are not insured for claims:**

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

#### **Basis of Payment**

We will pay whichever is the least of:

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

We pay for the loss of money or may repair or replace the property any may settle any claim for loss of property, either with you or the owner of the property.

We may take over salvage if we wish.

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

4. The amount, place, time and cause of loss
5. The interest of all persons in the property affected
6. The actual cash value of the property at the time of loss.

If necessary, you must help us verify the damage.

No suit may be brought against us until you have fully complied with the terms of this Coverage.

#### **Action Against Us**

No Suit may be brought against us until you have fully complied with the terms of this Coverage.

#### **COVERAGE "H" - VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEE ENDORSEMENT**

##### **Definitions**

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

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

"Weekly indemnity" means two-thirds of your employee's weekly wage at the date of the accident but we will pay no more than \$100 per week.

If indicated on the Coverage Summary page, we offer to pay the benefits described below if your employee does not accept these benefits or sues you, we may withdraw our offer, but this will not affect your legal liability insurance.

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

An injured employee will if requested:

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

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

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

#### **SCHEDULE OF BENEFITS**

##### **Loss of life**

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

To those wholly dependent of him, a total of one hundred times the weekly indemnity in addition to any benefit for Temporary Total Disability paid up to the date of death.

Actual funeral expenses up to \$500.

##### **Temporary Total Disability**

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

##### **Permanent Total Disability**

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

**Injury Benefits**

If, because of the accident, your employee suffers the loss of, or permanent loss of use of any of the following within 25 weeks of the accident, we will pay weekly indemnity for the number of weeks shown.

These benefits will be paid in addition to Temporary Total Disability Benefits but no others and for not more than 100 times the weekly indemnity.

**No. of Weeks**

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

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

**Medical Expenses**

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

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

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

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

**SPECIAL CONDITIONS**

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

**SPECIAL CONDITIONS**

**Watercraft you do not own:** You are insured against claims arising out of your use or operation of watercraft under 27 feet you do not own, provided:  
a) The watercraft is being used with the owner's consent

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

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

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

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

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

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

- a) The use of part of your residence, by you, for incidental office, school or studio occupancy.

### Loss or Damage not insured

You are not insured for claims arising from:

- a) War, invasion, act of foreign enemy, hostilities, civil war, rebellion, insurrection or military power;
- b) Bodily injury or property damage which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;
- c) Your business, or any business use of your premises, except as specified in this policy;
- d) The rendering, or failure to render any professional service;
- e) Bodily injury or property damage caused by any intentional or criminal act, or failure to act, by
  - 1) Any person insured by this policy of;
  - 2) Any other person, at the direction of any person insured by this policy.
- f) The ownership, use or operation of any aircraft, or premises used as an airport or landing strip, or any necessary or incidental operations
- g) The ownership, use or operation of any motorized vehicle, trailer, or watercraft, except those for which coverage is provided by this policy
- h) The transmission of communicable diseases by any person insured by this policy.
- i)
  - a) the failure of any computer to operate, or the failure, malfunction or inadequacy of any computer or other equipment, including embedded microchips, computer program or software to correctly read, recognize, process, distinguish, interpret or accept any date, time, or combined date/time data filed. Such failure shall include any error in original or modified data entry or programming.
  - b) any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you, or for you, to determine, rectify or test for any potential or actual problems described in a) of this exclusion.
- j)
  - a) erasure, destruction, corruption, misappropriation, misinterpretation of data,
  - b) erroneously creating, amending, entering, deleting or using data,
- k) any claim that arises 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 contributing or aggravating cause or event that contributes concurrently or in sequence to the claim.

### Conditions

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

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

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

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

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

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

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

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

## OPTIONAL EXTENSIONS OF COVERAGE

### Agreement

The endorsements and forms in this section of the policy apply only if shown on the Coverage Summary page of the policy.

The coverage provided by any such endorsement or form is subject to the terms and conditions of your policy, except where a term or condition has been modified by that endorsement or form, in which case the term or condition of that endorsement or form shall apply.

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

### Residence Glass Deductible

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

### Earthquake Damage Assumption Endorsement

(applicable to Coverage "A", "B", & "C"):

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

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

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

### Earthquake Deductible

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



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

## Fine Arts Endorsement

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

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

We will pay the lesser of:

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

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

### Location Cover

1. At or in transit between the location(s) specified in the Policy Declarations
2. At any other location in Canada, or the United States of America, except national or international expositions, for no more than 10% of the total amount of insurance under this section.

**Or when shown as:**

### Floating Cover

Within Canada or the Continental United States of America.

### Loss or damage not insured.

**We do not insure:**

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

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

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

### Special Conditions (Fine Arts)

#### Newly Acquired Article

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

#### Packing Warranty

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

#### Reinstatement

Any loss or damage shall not reduce the amount of insurance provided by this endorsement. If, following payment of a claim, you acquire any articles to replace those which were lost or damaged, you must tell us within 30 days.

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

## Television-Satellite and Antenna Endorsement

**PROPERTY INSURED:** This form insures such television or radio sets and antennae (including satellite receivers) and attachments as are specifically described in the Schedule listed on the Declaration Page or attached schedule and for which an amount of insurance is shown. Each article described shall be separately insured.

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**TERRITORIAL LIMITS:** The Television/Radio Receiving Set described on the Declaration Page is insured in all situations with the territorial limits of Canada. The Television/Radio Antenna and/or Satellite Receiver and its appurtenances described in the Declaration Page are insured only while at the location described.

**PERILS INSURED:** This form insures against all risks of direct physical loss or damage, except as hereinafter provided

**DEDUCTIBLE CLAUSE:** The insurer is liable only for the amount by which the loss or damage caused by any of the perils exceeds the amount of \$100 in any one occurrence.

### LOSS OR DAMAGE NOT INSURED:

**This form does not insure:**

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

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

5. Wear and tear, deterioration, defect or mechanical breakdown, rust or corrosion, extremes of temperature and wet or dry rot or mould
6. Electrical currents other than lightning unless fire or explosion follows and then only for the resulting damage
7. Any process or work being performed on the scheduled articles where the damage results from such process or work
8. Earthquake
9. Flood, surface water, spray, waves, tides, tidal waves, ice or water-borne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached
10. Rupture or bursting, backing up or escape of water from a sewer drain, sump, septic tank, eaves trough or downspout unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached

11. Seepage or leakage of water below the surface of the ground including through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other opening, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached
12. Your intentional or criminal acts
13. War, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power
14. Any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material.

## **SPECIAL CONDITIONS**

### **Installation Warranty:**

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

### **Reinstatement:**

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

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

## **STATUTORY CONDITIONS (I) (required by law – see attached.)**

### **ADDITIONAL CONDITIONS**

1. **Notice to Authorities:** Where loss is claimed to be due to theft or attempted theft, burglary, robbery, malicious acts, or is expected to be so due, the insured shall give immediate notice thereof to the police or other authorities having jurisdiction.
2. **No Benefit to Bailee:** It is warranted by the insured that this insurance shall in no wise enure directly or indirectly to the benefit of any carrier or other bailee.
3. **Pair and Set:** In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be constructed to mean total loss of the set.
4. **Parts:** In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, the insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.
5. **Sue and Labour:** It is the duty of the insured, in the event that any property insured thereunder is lost, to take all reasonable steps in and about the recovery of such property. The insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interest of the parties.
6. **Basis of Settlement:** Unless otherwise provided, the insurer is not liable beyond the actual cash value of the property at the time of any loss or damage occurs and the loss or damage shall in no event exceed what it would then cost to repair or replace the same with materials or like kind and quality.
7. **Subrogation:** The insurer, upon making any payment or assuming liability therefor under this policy, shall be subrogated to all rights of recovery of the insured against any person, and may bring action in the name of the insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the insurer and the insured in the proportion in which the loss has been borne by them respectively. If you are a condominium unit owner, we agree to waive our rights to any claim against the Condominium Corporation, its Directors, Property Managers, agent and employees, except for arson, fraud and vehicle impact. We shall not consider independent contractors as being agents or employees of the Condominium Corporation, its Directors, Property Managers or of the Unit Owners. Your right to recover from us is not affected by any release from liability entered into by you prior to loss.