

**The Premier Mobile Home Program
Policy Agreement - Owner-Occupied
Policy Form: MH-1 Rev. March 1, 2005**

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 principal dwelling.

"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 watercourses, 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 circumstance where, 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,
- in the case of a newly constructed or installed dwelling, no occupant has yet taken up residence.

"Vermin" 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 a 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.

"Illegal Substance Activity" means any activity relating to the growing, cultivating, propagating, or harvesting, manufacturing, distributing, storing, or selling of any illegal substance.

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

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

COVERAGE "A" – MOBILE HOME

(this coverage is applicable to owner-occupied only)

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

(this coverage is applicable to owner-occupied only)

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.

2. If you wish, we will include uninsured personal property of others, while it is on that portion of your premises which you occupy but we do not insure property of roomers or boarders who are not related to you.
3. We insure your personal property for up to 20% of the amount of insurance on your personal property or \$2,500 whichever is greater, while it is temporarily away from your premises, anywhere in the world; personal property normally kept at another location you own, lease or rent is not insured. Personal property stored in a warehouse is insured for 30 days only.
4. If you wish, we will include personal property belonging to a residence employee traveling for you.
5. Personal property of a student insured by this policy, up to a maximum of \$2,500, is covered while at a residence the student occupies away from home, if the student has been there at any time within 45 days prior to the loss.
6. We insure, during the term of this policy, personal property removed from your premises to another location within the territorial limits of Canada, to be occupied as your principal residence. The limit of liability for Coverage "C" shall apply at each location, and while in transit, in the proportion that the value at each location bears to the total value of such property insured under Coverage "C".
7. This insurance shall apply only for a period of 30 days from the date removal commences or until your policy term ends, which ever occurs first.
8. While your personal property is in transit, it shall be covered for the following perils:
 - a) Fire
 - b) Lightning
 - c) Explosion
 - d) Smoke
 - e) Falling objects
 - f) Impact by aircraft or land vehicle
 - g) Riot, vandalism or malicious acts.
 - h) Burglary (of which there must be forcible entry).
 - i) Windstorm or hail
 - j) Collision, upset, overturn, derailment, stranding or sinking of automobile or trailer in which the property is being carried.
9. We insure personal property damaged by change of temperature resulting from physical damage to your mobile home by an insured peril. We do not insure loss or damage to:
 - a) Motorized vehicles or their equipment (except watercraft, lawn mowers, other gardening equipment or snow blowers, wheelchairs or scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability):
 - b) Camper units, truck caps, trailers or their equipment,
 - c) Aircraft or their equipment.

Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of the motor vehicle, or aircraft. Equipment does not include spare automobile parts.

Special Limits of Insurance

The following Special Limits of insurance apply after the policy deductible, without increasing the amount of insurance shown on the Declarations for Coverage "C" – Personal Property.

We insure:

1. Books, tools and instruments pertaining to a business, profession or occupation, for an amount up to \$2,500 in all, but only while on your premises. Other business property, including samples, and goods held for sale, is not insured.
2. Securities and manuscripts up to \$2,000 in all.
3. Money or bullion up to \$300 in all.
4. Watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all.
5. Computer software up to \$2,500 in all. We do not insure the cost of gathering or assembling information or data.
6. Garden type tractors, including attachments and accessories up to \$2,500 in all.
7. Non-boat trailers up to \$2,000.
8. Audio and/or video recordings, in any format, up to \$3,000 in all.
9. Wine and spirits limited to \$2,500 in all.
10. Property in or on a motor vehicle, up to \$1,500, or \$2,500 if you are away from home for at least two consecutive nights. These limits apply notwithstanding any other limit stated for specified property in these special limits of insurance.

The following special limits of insurance apply if the items described below are stolen or if they mysteriously disappear.

1. Jewelry, watches, gems, fur garments and garments trimmed with fur, for an amount up to \$3,000 in all.
2. Numismatic property (such as coin collections) up to \$500 in all.
3. Stamps and philatelic property (such as stamp collections) up to \$1,000 in all.
4. Silverware, meaning silverware, silver-plated ware, goldware, gold-plated ware and pewterware, up to \$7,500 in all.
5. Bicycles and bicycle parts and accessories, for not more than \$500 for any one bicycle.
6. Collections of "sports cards" and comic books, for not more than \$250 for any single article or \$2,000 in total.
- 7.

COVERAGE "D" – ADDITIONAL LIVING EXPENSES

The amount of insurance for Coverage "D" is the amount for any one, or combination, of the following coverages. The periods stated are not limited by the expiration of the policy.

1. Additional Living Expenses: if an insured peril makes your mobile home unfit for occupancy, or you have to move out while repairs are being made, we insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or replace your mobile home, or if you permanently relocate, the reasonable time for your household to settle elsewhere.
2. Evacuation: We will pay any necessary and reasonable increases in living expense incurred by you while access to your principal residence is prohibited by order of a civil authority. Such order for evacuation must be as a direct result of a sudden and accidental event occurring within Canada or the United States of America

You are insured for additional expenses incurred during a period of up to two weeks from the date of the order of evacuation and up to a maximum of \$2,500.

You are not insured for any claim arising out of an evacuation order resulting from:

1. Flood, meaning waves, tides, tidal waves, tsunamis, and the rising of, the breaking out or overflow of any body of water, whether natural or man-made.
2. Earthquake

3. War, invasion, act of foreign enemy, hostilities, civil war, rebellion, evolution, insurrection, or military power.
 4. 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.
- We do not insure loss resulting from the cancellation of a lease or agreement.

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, nor loss or damage caused by a nuclear explosion or nuclear contamination.
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. Vermin, rodents or insects, however if 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 or property in or from a mobile home is 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.

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. Vandalism or Malicious Acts. We do not insure loss or damage occurring while the mobile home is under construction or vacant even if permission for construction or vacancy has been given by us. Damage caused by you or your tenant (including employees or members of the household of your tenant) is not insured.
8. 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.

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.

9. 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.
10. Smoke. This means smoke due to the sudden, unusual and faulty operation of any heating or cooking unit in or on the premises.
11. Damage by Electric Currents. Meaning sudden and accidental injury to electrical appliances, devices, fixtures and wiring except tubes, transistors and similar electronic components resulting from electrical currents artificially generated.
12. Glass Breakage. If you are a mobile home owner we insure glass that forms part of your mobile home or private structures on your premises including glass in storm windows and doors, against accidental breakage.

We do not insure loss or damage occurring while the mobile home is under construction or vacant even if permission for construction or vacancy has been given by us.
13. Transportation. This means loss or damage to personal property caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply in any conveyance of a common carrier. We do not insure loss or damage to: a) property in a vacation or home trailer which you own, b) any watercraft, their furnishings, equipment or motors.
14. Collision (contact with another object) or Upset. We cover loss or damage only while the mobile home is being transported or towed by a vehicle operated in the business of a person licensed as a common carrier.
15. Theft, including damage caused by attempted theft.

We do not insure loss or damage:

 - a) which happens at any other dwelling which you own, rent or occupy, except while you are temporarily living there;
 - b) caused by any tenant, employee or member of the tenant's household if the part of the mobile home containing the property insured normally occupied by you is rented to others;
 - c) to property in or from a mobile home under construction or of materials and supplies for use in the construction until the mobile home is completed and ready to be occupied;

- d) to animals, birds, or fish.

**Loss or Damage Not Insured
(applicable to Specified Perils and All Risks coverage)**

We do not insure:

1. 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;
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. caused by rust, corrosion, wet or dry rot, fungi or spores, bacteria condensation, acid rain or contamination;
14. 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. However, if the loss amount comes to more than \$5,000 than we will pay the full amount, and the deductible does not apply.

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

Fire Department Charges: We will pay up to \$500 for your liability, assumed by contract or agreement, for fire department charges incurred when the fire department is called to save, or protect your property from a peril insured against. No deductible applies to this coverage.

Bylaws Coverage: We will pay the additional cost of demolition, construction or repair which is required to comply with any laws regulating demolition, construction or repair of buildings.

However, we will not be liable for more than the least of:

1. 15% of the limit shown under Coverage "A"
2. The replacement cost of that part of the property damaged for equivalent construction, and use. On the same premises.

Home Freezer: We cover frozen foodstuffs only while in the home freezer unit located within the mobile home, for up to \$1,500. We provide protection against loss by spoilage of such frozen foodstuffs caused by outside power failure, or mechanical breakdown of the freezer unit, subject to the following exclusions:

We do not insure against:

1. Inherent vice and/or natural spoilage
2. Spoilage because of accidental or manual disconnection of the home freezer.

You agree to use all reasonable means to save and preserve the property Insured at the time of and after any loss or damage.

We agree to reimburse you for reasonable expenses incurred in saving or preserving the property Insured but excluding repair or replacement of mechanical parts.

Losses under this extension will be paid based on the actual cash value of the lost or damaged foodstuffs at current market price at the date of loss.

Lock Replacement: If the keys to your mobile home are stolen, we will pay up to \$500 (no deductible applies) for your locks to be reset, replaced or re-keyed. The amount payable will be restricted to the same lock quality installed at the time of the theft of the keys.

Mass Evacuation: We agree to pay all necessary, and reasonable, increase in living expenses you incur while access to your mobile home is prohibited by order of Civil Authority. However, any such order must be given for mass evacuation because of a sudden and accidental event within Canada or the United States of America.

We shall be liable for up to a maximum of two weeks from the date of the evacuation order and in no event shall our liability exceed a maximum of \$2,500 in excess of the policy deductible stated in the Declarations.

We shall not be liable for any claim because of evacuation resulting from:

1. Flood, meaning waves, tides, tidal waves, or the rising, breaking out or overflow of any body of water whether natural or man-made;
2. Earthquake
3. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power
4. Nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or nuclear contamination.

Credit Card Forgery and Counterfeit Money: We will pay up to \$2,500 for your legal obligation to pay because of the unauthorized use of credit cards issued or registered in your name, which have been lost or stolen. We will even pay for losses which occur while this policy is in effect but are not discovered for up to one year after its cancellation or termination.

You must comply with all the conditions under which the credit card is issued and notify the credit card Company, and us, as soon as you discover the loss.

We will also pay up to \$2,500 for any loss caused by forgery or alteration of any cheque or negotiable instrument. We have the option to defend you, at our expense, against any suit for the enforcement of payment under this coverage.

We will pay any loss sustained through acceptance in good faith of counterfeit Canadian or United States of America paper currency up to \$50 in any one transaction and total of \$100 in one year.

We do not pay for loss arising out of any business pursuits, unless from the unauthorized use of a credit card issued or registered to you, for which you are personally liable. We do not pay for any loss arising out of the dishonesty of any Insured.

We may investigate and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for the loss equal our limit of liability.

The deductible specified in the Policy Declaration does not apply to this coverage.

The word "credit card" as used in this section also means computerized "bank" or "ATM" card.

Debris Removal: Up to 10% of the amount of Insurance for the mobile home unit is provided for the cost of removing debris off 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 time of loss.

Outdoor Trees, Shrubs and Plants: Up to 5% of the amount of Insurance for the mobile home unit, if you are the owner, may be applied to trees, plants and shrubs on you premises. :

We insure these items against loss caused by fire, lightning, explosion, impact by aircraft of land vehicle, riot, vandalism and malicious act as described under Insured Perils. We do not insure lawn or items grown for commercial purposes. This, extension, subject to the policy exclusions, shall not increase the limit of liability applying under this policy to the property damaged or destroyed.

Accidental Death: If you die because of an accident, of death occurs within 180 days as a result of an accident caused by an insured peril at the premises described in the Declarations, we will pay \$5,000 to your surviving spouse, dependants or estate.

"Accident" and "accidental" means an event which is sudden, unforeseen unintended by you, and causes injury to you by the immediate effect of an external force upon your body.

We do not insure any loss resulting directly or indirectly, wholly or partially from:

1. An intentionally self-inflicted injury or any attempt at self-destruction, including suicide while sane or insane.
2. Committing or attempting to commit an assault or criminal offence.

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 thereof:

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

- a) You own no Residence Premises other than the principal residence maintained by you
- b) You own no watercraft:
 - i) Equipped with an outboard motor rated more than 25 hp. (19 kW)
 - ii) Equipped with an inboard motor rated more than 50 hp (36 kW)
 - iii) Of any other type over 26 feet (8m) in overall length
- c) You own no draft or saddle animals
- d) No business, or occupational pursuits are conducted on the premises
- e) There are no permanent in-servants, out-servants, or private chauffeurs
- f) There are no elevators, escalators or inclinators on the premises
- g) 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, maintaining residence, including seasonal and other residences, provided such premises such premises are specifically described on the Policy Declarations. This does not include business property or farms. Premises also include:

1. Premises where you are residing temporarily, or which you are using temporarily, as long as you do not own or lease the premises
2. Individual or family cemetery plots or burial vaults
3. Vacant land in Canada you own or rent from others, excluding farm land
4. Land where you or an independent contractor is building a one or two-family residence, which is to be occupied by you.

"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.

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 personal actions anywhere in the world.

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

- a) The ownership, use or operation of any motorized vehicle, trailer or watercraft, except those which coverage is shown in this policy
- b) Damage to property you own, use, occupy or lease

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- 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.

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.
3. **Tenants Legal Liability:** Legal liability for unintentional property damage to premises, or their contents, which you are using, renting or have in your custody of control caused by fire, explosion, water escape or smoke. This means smoke due to a sudden, unusual, and faulty operation of any heating or cooking unit, in or on the premises, but, not smoke from fireplaces. Water escape has the same meaning as in Section I of this policy.

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

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

You are not insured for claims made against you resulting from the ownership, use or operation of aircraft while being operated or maintained by your employee, nor are you insured for liability imposed upon or assumed by you under any Workers' Compensation Statute.

You are not insured for liability due to or arising out of:

- 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
- 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;
- the transmission of any communicable or sexually transmitted disease, including Acquired Immune Deficiency Syndrome, by any person insured by this policy; or
- caused by rust, corrosion, wet or dry rot, fungi or spores, bacteria condensation, acid rain or contamination.

We do not insure:

- any liability arising out of manufacturing, commercial or farming purposes or the renting or leasing of land to others.

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.

Punitive Damages:

We do not cover:

Any fine, penalty or punitive or exemplary damages that may be imposed, meaning that part of any award which is in excess of any compensatory damages and is stated or intended to punish you.

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. Medical expenses for residence employees are insured.

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.

You shall arrange the insured person, if requested, 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.

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:

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 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:

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.

SPECIAL CONDITIONS

Farming / Commercial Exclusion: It is warranted that no building or outbuilding on the premises shall, throughout the term of this policy, be used for the raising or keeping of live stock or poultry for commercial purposes.

Watercraft you own: You are insured against all claims arising out of your ownership, use or operation of a watercraft equipped with an outboard motor(s), of not more than 25 hp (19Kw) in total, when used with or on a single watercraft. You are also insured if your watercraft has an inboard/outboard motor of not more than 50hp (38Kw), or any other type of watercraft not more than 26 feet (6m) in length.

If you own any motor or watercraft, larger than those stated above, you are insured only if they are shown on the Declaration Page. If they are required after the effective date of this policy, you will be insured automatically, for a period of thirty days only, from the date of their requisition.

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

- a) The watercraft is being used with the owner's consent
- b) The watercraft is 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 watercraft itself.

Motorized Vehicles-Vehicles you own: You are insured against claims arising out of your ownership, use or operation of any of the following, including their 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 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 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) Your work for someone else as a sales representative, collector, messenger or clerk, provided that the claim does not involve injury to a fellow employee
- b) Your work as a teacher, provided the claim does not involve physical disciplinary action to a student or injury to a fellow employee
- c) The occasional rental of your residence to others, rental to others of a one or two-family dwelling usually occupied in part by you as a residence, provided no family unit includes more than two roomers or boarders
- d) The rental of space in your residence to others for incidental office, school or studio occupancy
- e) The rental to others, or holding for rent, of not more than three car spaces or stalls in garages or stables
- f) Activities, during the course of your trade, profession or occupation, which are ordinarily incidental to non-business pursuits
- g) The temporary, or part time business pursuits of an insured person under the age of 21 years.

Claims arising from the following business pursuits are insured, only if the properties or operations are declared in the Declarations:

- a) The rental of residential buildings containing not more than six dwelling units:
- b) 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 also insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurance, regardless of exhaustion of such policy limits, or its termination:
- 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.

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

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

SEWER BACKUP CLAUSE

You are insured for direct loss or damage caused by water and sewage, which backs up through sewers, sumps or septic tanks.

We will not pay:

- if sumps or septic tanks are not emptied in accordance with generally accepted practices;
- for loss or damage occurring while the building is under construction or vacant, even if we have given permission for construction or vacancy.

The sewer backup coverage may be subject to a limit – as stated on the Declarations Page

The policy deductible applies.

RESIDENCE GLASS DEDUCTIBLE ENDORSEMENT

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, 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 amount of earthquake insurance shown on the Policy Declarations.

PERSONAL ARTICLES ENDORSEMENT

We insure your personal articles 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.

Loss or Damage Not Insured

We do not insure:

- a) Any property illegally acquired, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority
- b) Any property lawfully seized or confiscated, unless the property is destroyed to prevent the spread of fire
- c) Any musical instrument played for a fee, unless we have given our written permission

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

- d) Wear and tear, deterioration, defect or mechanical breakdown
- e) Birds, vermin, rodents or insects
- f) Domestic animals or pets
- g) 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
- h) War, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power
- i) Any intentional or criminal act or failure to act by:
 - 1) any persons insured by this policy: or
 - 2) any other person at the direction of any person insured by this policy
- j) Electrical currents, other than lightning, which damages electrical devices or appliances. If, however, a fire results, we will pay for the fire damage
- k) Breakage of sports equipment
- l) Breakage of tools.

The following endorsements apply if listed on the Policy Declarations:

Breakage Coverage (Sports Equipment)

Under "Loss or Damage not insured" of the Personal Articles Endorsement:

- 1. Item "k)" is hereby deleted in its entirety.

Breakage Coverage (Tools)

Under "Loss or damage not insured" of the Personal Articles Endorsement:

- 2. Item "l)" is hereby deleted in its entirety.

Special Conditions (Personal Articles Endorsement)

Stamp and Coin Collections

Except with respect to any single article specifically itemized, we will pay for loss or damage to your collection in the proportion that the amount of insurance on your collection bears to its cash market value at the time of loss. We will not pay more than \$250 on any single article of your collection. A single article means any one stamp, coin or other individual article, or pair, strip, block sheet, cover, frame, card or the like.

Hearing Aid and /of Contact Lenses

In case of loss or damage to the property covered, we will pay up to the limit stated in the Schedule but only for the cost of duplicating the original prescription, design or specifications. This insurance shall not cover the costs or re-examining or other professional services. Should it be impossible to duplicate the original prescription, design or specifications, adjustments will be made based on the stated value with proper allowance for depreciation.

Newly Acquired Articles

If you require any additional articles of the type for which an Amount of Insurance is shown, we will automatically insure these under this endorsement, provided you notify us within 30 days. We will not pay more than \$5,000 under this extension.

Reinstatement

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

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

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.

WATERCRAFT, OUTBOARD MOTORS, BOAT TRAILER AND MISCELLANEOUS EQUIPMENT COVERAGE ENDORSEMENT

Definitions

The words “you”, “your, and “we” have the same meanings as in Section I of this policy.

Boat means the pleasure craft shown on the Declaration Page including accessories and equipment permanently attached.

Outboard Motors means the outboard motor shown on the Declaration Page including its fuel tanks, battery and electric starting equipment.

Trailer means the trailer shown on the Declaration Page.

Miscellaneous Accessories mean the on-board accessories and equipment which are not permanently attached to the boat(s) we insure and pertain to its use and safety. This includes boat covers, anchors, life preservers, lines, fire extinguishers, seat cushions, flares, horns, flaps, batteries, boxes, battery chargers, pumps, sails and similar equipment. Miscellaneous accessories do not include water skis or other water related sports equipment.

Insured Perils

We insure the items described in the Policy Declarations or attached schedule against All Risks of direct physical loss or damage, subject to the following terms and conditions.

LOSS OR DAMAGE NOT INSURED

We do not insure:

- 1. Any property illegally acquired, kept, stored or transported or property seized or confiscated for breach of any law or by any order of any public authority
- 2. Any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire
- 3. Water skis or other water related sports equipment.

We do not insure loss or damage to boat(s) and motor(s):

- 1. Used for compensation or hire
- 2. Rented or leased to others for compensation. We will, however, cover an insured motor if you use it on a boat you do not own
- 3. While operated in an official race or speed test: however, this does not apply to sailboats, their equipment or accessories.

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

- 1. Wear and tear, deterioration mechanical defects or breakdown, scratching, denting or freezing
- 2. Vermin or insects
- 3. The intentional or criminal acts of, or the 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
- 4. Electrical current, other than lightning, which damaged electrical apparatus. If, however, a fire results, we will pay for the fire damage
- 5. Any process or work being performed where the damage results from such process or work
- 6. Any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material
- 7. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power.

BASIS OF CLAIM SETTLEMENT

When coverage Applies

We will pay claims for loss or damage up to your financial interest in the property but not more than the applicable limit(s) of insurance for any loss or damage arising out of one occurrence.

Deductible Clause

A deductible of \$100 applies to each claim for loss or damage. We will pay only the amount by which the insured loss or damage exceeds the applicable deductible amount in any one occurrence.

Replacement Cost

We will pay the Replacement Cost of the loss or damage at the date of the occurrence up to the applicable limit of insurance for each item listed on the Declaration Page.

We will pay the lesser of:

- 1. The cost of repair with materials of similar kind and quality, or
- 2. The cost of new articles or similar kind, quality and usefulness without any deduction for depreciation up to the limit of insurance, or applicable limit or insurance, but we will not pay more than the Actual Cash Value or the loss or damage
- 3. If the property is not repaired or replaced
- 4. If the repair or replacement is not effected as soon as reasonably possible
- 5. For property no longer in use for its original intended purpose
- 6. For antiques and items of a similar nature which, by their inherent nature, cannot be replaced with a comparable article.

Actual Cash Value

The Actual Cash Value is what the property is worth and takes into account such things as the cost of replacement less any depreciation and obsolescence, in determining depreciation, we will consider the condition of the property immediately before the damage occurred, the resale value and normal life expectancy.

Special Conditions**Newly Acquired Articles**

If you acquire any additional articles of the type for which a limit of insurance is shown, we will automatically insure these under this form, provided you notify us within 30 days. We will not pay more than \$5,000 under this extension.

Territorial Limits

You are covered within the territorial limits of Canada and the Continental United States up to the limits of insurance shown on the Declaration Page.

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Other Insurance

We shall not be liable for loss or damage if, at the time of loss, there is any other insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance and then only after all other insurance has been exhausted.

Recovery

There shall be no recovery for a total loss under this Rider unless the expense of recovering and repairing the property exceeds the amount of insurance thereon.

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

PERSONAL COMPUTER ENDORSEMENT

We provide the insurance described in the Declaration Page or attached schedule for the period for which you have paid the premium and subject to the terms and conditions which follow. The Coverage Summary page summarizes the COVERAGES and limits of insurance we have agreed to provide and the period for which they are provided.

Only the person(s) named on the Declaration Page may take legal action against us.

DEFINITIONS OF TERMS

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

"Data" means information, including programs, recorded on electronic media usable in data processing operations.

"Media" means materials on which data is electronically recorded such as but not only limited to magnetic tapes, diskettes, disk packs, and cassettes.

"Equipment" means the central processing unit and ancillary equipment including, but not limited to, terminals, keyboards, printers, disk or tape drives, cassette tape recorders and word processing equipment.

PROPERTY INSURED

We insure electronic media equipment up to the limits shown on the Policy Declaration. Coverage is provided for such property owned by you or for which you are legally responsible, including property leased or rented from other.

We do not insure:

1. Property used primarily for business purposes
2. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds manuscripts or any other documents, including source documents and programming instructions or such materials
3. Property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire
4. Property illegally acquired, kept, stored or transported or property seized or confiscated or breach of any law or by order of any public authority.

Newly Acquired Property

If you acquire any additional data, media or equipment, we will automatically insure these under this form for up to \$2,000 provided you notify us within 30 days of acquiring such new property.

INSURED PERILS

You are insured against All Risks if direct physical loss or damage subject to the exclusions and conditions which follow.

LOSS OR DAMAGE NOT INSURED**We do not insure:**

1. The cost of gathering or assembling information of data
2. Wear and Tear
3. Loss or damage resulting from the intentional acts of, or the failure to act by:
 - a) Any person insured by this form, or
 - b) Any other person at the direction of any person insured by this form.

We do not insure loss or damage caused by:

4. Mechanical breakdown, faulty workmanship or materials or error or omission in the design of the property insured unless fire or explosion ensues, and then only for loss, damage or expense caused by the ensuing fire or explosion.
5. Data processing media failure or breakdown or malfunction of the data processing system including equipment and components parts, unless fire or explosion ensues and then only for the loss damage or expense caused by the ensuing fire or explosion.
6. Short circuit or blow out, other than caused by lightning, within the property covered, unless fire or explosion ensued and then only for the loss, damage or expense caused by the ensuing fire or explosion.
7. Injury or erasure of electronically recorded data by a change, interruption, power surge or brownout of the electric power supply
8. Injury or erasure of electronically recorded data resulting from an error in computer programming or instructions to the computer or improper storage or handling of media
9. Actual work being done to the property unless fire or explosion ensues and then only for the loss, damage or expense caused by the ensuing fire or explosion
10. Inherent vice, latent defect, deterioration, rust or corrosion, extremes of temperature, dryness or dampness of atmosphere or depreciation
11. Vermin, insects, or domestic animals including birds
12. Any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material
13. War, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power.

DEDUCTIBLE CLAUSE

We pay only the amount by which the insured loss or damage exceeds \$100 in any one occurrence.

BASIS OF CLAIM SETTLEMENT

We will pay up to the limit of insurance shown for each item listed on the Coverage Summary page for any insured loss or damage.

We will pay the lesser of:

1. The cost to repair the item with material of similar kind, or
2. The cost to replace the item with another item of similar kind, quality and usefulness, or
3. The applicable limit of insurance, provided:
 - a) The property, at the time of loss, was usable for its original purpose and
 - b) The loss or damage is repaired or replaced as soon as reasonable possible after it occurs.

Otherwise, we will pay the Actual Cash Value of the loss or damage at the date of the occurrence.

The Actual Cash Value is what the property is worth and takes into account such things as the cost of replacement less any depreciation and obsolescence. In determining depreciation, we will consider the condition of the property immediately before the damage occurred, the resale value and the normal life expectancy.

All the 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.

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' installations.

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 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.

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 dependant 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 Fingera)	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 fingera)	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 of 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 CONDITONS

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.

**STATUTORY CONDITIONS
(required by law)**

1. **Misrepresentation:** If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.
 2. **Property of Others:** Unless otherwise specifically stated in the contract, the insurer is not liable for loss of damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.
 3. **Change of Interest:** The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act or change of title by succession, by operation of law, or by death.
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4. **Material Change:** Any change material to the risk and within the control and knowledge of the insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay the insurer an additional premium; and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.
 5. **Termination:**
 1. This contract may be terminated:
 - a) by the insurer giving to the insured fifteen days notice of termination by registered mail or five days' with written notice of termination personally delivered
 - b) by the insured at any time on request
 2. Where this contract is terminated by the insurer:
 - a) the insurer shall refund the excess of premium actually paid by the insured over the pro rate premium for the expired time, but, in no event shall the pro rate premium for the expired time deemed to be less than any minimum retained premium specified; and
 - b) the refund shall accompany the notice unless the premium is subject to adjustments or determination as to amount, in which case the refund shall be made as soon as practicable.
 3. Where the contract is terminated by the insured, the insurer shall refund as soon as practicable, the excess of the premium actually paid by the insured, the insurer over the short rate premium for the expired time but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified
 4. The refund may be made by money, postal or express company money order or cheque payable at par
 5. The fifteen days mentioned in clause (a) of sub-condition (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 the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11.
 - a) Forth with 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:
 - (1) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, cost, actual cash value and particulars of amount of loss claimed
 - (2) 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 know or believes
 - (3) stating that the loss did not occur through an willful act or neglect or the procurement, means or connivance of the insured
 - (4) showing the amount or other insurance and the names of other insurers
 - (5) showing the interest of the insured and of all others in the property with particulars of all lien, encumbrances and other charges upon the property
 - (6) showing any change in title, use, occupation, location, possession or exposure of the property since the issue of the contract
 - (7) showing the place where the property insured was at the time of loss
 - c) If required, give a complete inventory of undamaged goods property and showing in detail quantities, cost, and actual cash value
 - d) If required, and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by the 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 willfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration
 8. **Who may give notice and proof:** Notice of any 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 satisfactory 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 and proper 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 interest of the parties.
 10. **Entry, Control, Abandonment:** After loss or damage to the insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.
 11. **Appraisal:** In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under The Insurance Act before there can be any recovery under this contract whether the right

to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand thereof is made in writing and until after proof of loss has been delivered.

- 12. **When Loss is Payable:** The loss is payable within sixty days after completion of the proof of loss unless the contract provides for a shorter period.
- 13. **Replacement**
 - 1. The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
 - 2. In that event the insurer shall commence to so repair, rebuild or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof
- 14. **Action:** Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.
- 15. **Notice:** Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in this contract by letter personally delivered to him or by registered mail

addressed to him at his latest post office address as notified too the insurer. In this condition, the expression "registered" means registered in or outside Canada.

ADDITIONAL CONDITIONS

- 1. **Notice to Authorities:** Where loss is claimed to be due to theft or attempted thereat, 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 wave 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.
- 8. **Year 2000 and Date Related Events – Restrictions on Coverages**
 - Agreement:
The following exclusion is applicable to all coverages included in your policy and its endorsements.
 - Exclusion 1:
We do not cover loss or damage caused directly or indirectly by the failure of any:
 - electronic system, electronic data processing equipment, or other equipment including micro-chips embedded therein;
 - computer program, software, media or data;
 - memory storage system or device;
 - real time clock, date calculator, or
 - any other related component, system, computer network, process or device:
 to correctly read, recognize, process, distinguish, interpret or accept any encoded, abbreviated or encrypted date, time or combined date/time data or data filed. Any error, either in the original or modified data entry or programming, will be considered a failure. This exclusion applies whether or not the failure occurs on your premises or elsewhere regardless of whether it involves your own property or that of a service supplier or utility. However, this exclusion will not apply to damage directly caused by fire, explosion, smoke or leakage from fire protective equipment, if covered.
 - Other Conditions that Apply:
All other terms and conditions of the policy to which this clause applies remains unchanged.

This policy is subject to the terms and conditions set forth herein together with such other terms and conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived in whole part by the insurer unless the waiver is clearly expressed in writing, signed by a person authorized for that purpose by the insurer.

ACREAGE ENDORSEMENT

It is hereby understood and agreed that:

Warranty

It is warranted that no building or outbuilding insured by this policy shall, throughout the term of this policy, be used for the raising or keeping of live stock or poultry for commercial purposes.

Landuse Restriction Warranty

This policy does not cover any liability arising out of manufacturing, commercial or farming purposes or the renting or leasing of land to others.

BUSINESS EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is stated and agreed the Comprehensive Personal Liability will only apply to claims arising from the Personal Use or Occupancy of the premises described on the Declaration Page.

This Insurance does not apply to "bodily injury", "property damage" or "personal injury" arising out of the insured's business operations.

DATA EXCLUSION ENDORSEMENT

Today, many homes and businesses are relying more upon electronic methods of communication, such as Internet, e-mail and e-commerce. Residential insurance policies were not designed to cover these exposures. We are in the process of changing our policy wordings to clarify the types of data and data related losses that are not covered, by revising the applicable exclusions and definitions as indicated below.

This endorsement applies if indicated under COVERAGES as shown on the policy declarations page.

The following changes are made to your policy.

1. Section I – Property Coverage's

Under "Loss Or Damage Not Insured", the following exclusion:

"nor do we insure loss or damage caused by the failure of any computer to operate, or by the failure of any computer or other equipment, including embedded microchips, computer program or software to correctly read, recognize, process, distinguish or interpret or accept any date, time or combined date/time data or data field. Such failure shall include any error in original or modified data entry or programming. This exclusion does not apply to loss or damage caused by an Insured Peril."

Is replaced with the exclusion:

"nor do we insure:

- i data,
- ii loss or damage caused direct 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 does not apply to such resulting damage"

Under "Definitions" the following changes are made:

- **Data** is replaced with "**Data** means representations of **information or concepts in any form**"
- **Data Problem** is added:
- "**Data Problem** means:
 - . erasure, destruction, corruption, misappropriation, misinterpretation of data;
 - . error in creation, amending, entering, deleting or using data; or
 - . inability to receive, transmit or use data"

2. Section II – Personal Liability Protection

Under Exclusions, the following exclusion is added:

"We do not insure claims arising from:

- a) erasure, destruction, corruption, misappropriation, misinterpretation of data,
 - b) erroneously creating, amending, entering, deleting or using data,
- including any loss of use arising from either a) or b),
- c) 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."

Under "Definitions", the following definition is added:

"Data in this section has the same meaning as in Section I."

You can protect the data on your personal computer by ensuring you have up to date computer virus protection and , by backing up all important information.

TERRORISM EXCLUSION ENDORSEMENT

The following changes are made to your policy.

1. Section I – Property Coverages

Under “Loss Or Damage Note Insured”, the following exclusion is added:

“We do not insure 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 except for ensuring loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.”

Under “Definitions” the following definition is added:

- **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.

2. Section II – Personal Liability Protection

Under “Definitions”, the following definition is added:

- **Terrorism** in this section has the same meaning as in Section 1.

Under exclusions, the following exclusion is added:

Nor do we insure:

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 other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.”

SAMPLE