

Form #D3 (Rev. July 15, 2021)
Condominium Secondary Insurance

Agreement

We will provide the insurance described in this policy in return for the money you pay and your compliance with the terms of this insurance.

Period of Insurance and Effective Date

This insurance is effective for a period beginning and ending at 12.01 a.m. at your principal residence named on the Declarations page and on the dates shown on the Declarations page.

DEFINITIONS

Applicable to ALL sections of your policy as well as the Optional Additional Coverages and Endorsements

Underwriters

Throughout this policy the words “we”, “us” and “our” refer to the Underwriters.

Insured

We insure the person(s) named on the Declarations page and, if residents of the same household, the spouse or same-sex partner (as defined), the relatives of either, and any other person in the care of a person insured. The terms of this insurance apply to each person insured.

In addition, a student who is enrolled in and actually attends a school, college or university and is dependent on the Named Insured or his or her spouse or same-sex partner for support and maintenance is also insured even if temporarily residing away from the principal residence.

Throughout this policy the words “you” and “your” refer to any person insured, or collectively, to all persons insured.

Persons insured under this policy may also be referred to as “an insured”, “any insured” or “person insured”.

Spouse

In this policy the word “spouse” means a man or woman who:

1. Is married to and living with the Named Insured; or
2. Has been living with the Named Insured as husband and wife for two years, or for one year if:
 - a) a child has been born or is to be born of their union;
 - b) they have jointly adopted a child; or
 - c) one of them has adopted a child of the other.

Same-sex Partner

In this policy, the term “same-sex partner” means a person of the same sex who has been living with the Named Insured for two years in a relationship as a couple or family.

Condominium Corporation

In this policy the words “Condominium Corporation” mean a condominium, strata corporation or Syndicate established under Provincial legislation.

Unit

In this policy the word “unit” means the condominium unit described on the Declarations page and occupied by you as a private dwelling.

Residence Premises

In this policy the words “residence premises” mean the Condominium Unit shown on the Declarations page including those garages, other separate buildings or structures, and private approaches reserved for your exclusive use or occupancy.

Personal Property

In this policy the words “personal property” shall, subject to the coverages, exclusions and conditions of this insurance, mean tangible, moveable property, but excluding interest or rights in property and evidences of debt or title.

Civil Authority

The term “civil authority” referred to in this policy shall mean any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province, and/or any person acting with authority under a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

Plumbing System

“Plumbing system” means water supply distribution and disposal piping on the premises, including appliances and equipment attached thereto, between their connection points to a public or private system.

CONDITIONS APPLICABLE TO ALL SECTIONS

Liberalization of Coverage

If, while your insurance is in force, we were to revise the wordings within this booklet such that the coverages would be broadened without additional premium, the broader coverages would apply to your policy as well.

Assignment

The assignment of this insurance to others is not effective unless and until we give our written consent.

Recovery of Loss from Others

You may waive in writing before a loss but never after a loss your rights of recovery from any person. If you do not waive your rights we may require you to assign them to us for any loss where we have made payment. You are asked to cooperate in every way possible to assist in recovery from others.

Important Notice

If any of the terms of this policy conflict with any local or Provincial statute, this insurance is amended to conform to the applicable statute.

CONDITIONS APPLICABLE TO PROPERTY INSURANCE**Time Element**

This insurance applies only to loss or damage which occurs during the period of insurance stated on the Declarations page.

Deductible

We will pay for that portion of any loss or damage which exceeds the deductible amount shown on the Declarations page up to the limit of insurance for any one occurrence.

Occupancy of Premises

Any use of the premises other than for normal dwelling occupancy, or any condition of vacancy, must be reported to us as soon as practicable, but not later than 30 days after the change in occupancy or the beginning of the vacancy.

However, you may make alterations, additions and repairs to your premises without notice to us. (Refer to "General Exclusions Applicable to Property Insurance" – "Vacancy").

Notice to Authorities

When any loss is believed to be caused by theft, disappearance or any illegal act of others, you must give immediate notice to the police or other authorities having jurisdiction.

Protection of Property from Loss

You must use all reasonable means to protect the insured property from loss or damage when endangered by an insured peril, and to save and preserve such property during and after the time of loss or damage.

Insurance not to Benefit Others

No person or organization having custody of any property covered by this insurance, and receiving payment for such services shall benefit from this insurance.

Other Insurance

The insurance provided by this policy is over and above any other valid insurance, other than insurance written specifically to apply as additional to our limits of liability in this insurance.

When both this insurance and other insurance(s) provide coverage on the same basis for loss or damage, then we will pay only our share. Our share is the proportion which our limit of insurance bears to the total limits, or amounts of insurance, of all policies which provide coverage.

GENERAL EXCLUSIONS APPLICABLE TO PROPERTY INSURANCE

We do not cover:

War Risk

Loss or damage caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power.

Nuclear Risk

Loss or damage caused directly or indirectly by:

- a. Any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- b. Contamination by radioactive material.

Pollutants

Loss or damage arising out of the actual or threatened discharge, dispersal, release or escape of pollutants.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.

The sudden and accidental discharge of fuel oil which is contained in a fixed fuel tank, apparatus or pipes used to heat the insured dwelling will not be considered a "pollutant" within this definition.

However, we do not cover:

- a. Loss or damage arising from pollutants emanating from an underground fuel tank. Fuel tanks that are located in the basement of a property are deemed to be above ground;
- b. Loss or damage resulting from gradual leakage or seepage.

Earth Movement

Loss or damage caused by snow slide, earthquake, landslide or other earth movement, except for ensuing loss or damage which results from fire or explosion.

Criminal Act or Willful Negligence

Loss or damage resulting from any criminal act or willful negligence by an Insured, but this exclusion does not apply to any other Insured who has not committed and is not involved in the criminal act or willful negligence.

Ordinance or Law

Loss or damage caused directly or indirectly from the enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure.

Vacancy

Loss or damage caused directly or indirectly after your unit has been, to your knowledge, vacant for more than 30 consecutive days, unless previously agreed to by us.

"Vacancy" means the occupants have moved out with no intention to return. A newly constructed dwelling is vacant after it is completed and before the occupants

move in.

Property not Covered

- a. Property illegally acquired or kept;
- b. Property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- c. Aircraft and parts;
- d. Motorized vehicles and trailers, including their furnishings and equipment, other than:
 - 1) motorized wheelchairs, motorized golf carts, remote-control caddies, watercraft, "drawn machinery", motorized lawn mowers, other gardening equipment and snow blowers;
 - 2) vehicles used to service your premises which are not licensed for road use;
- e. Buildings, units or structures used for commercial or farming purposes, unless such use is stated on the Declarations page;
- f. Property pertaining to a business is only covered up to \$1,500 in all, and only while on your residence premises;
- g. Money, bank notes and bullion;
- h. Securities, whether they are stored on your premises or at a bank or other financial institution;
- i. Manuscripts;
- j. Watercraft, including equipment, furnishings and outboard motors;
- k. Computer software and information stored in memory or media. (Refer to "Property not Covered" "f." in the section entitled "General Exclusions Applicable to Property Insurance");
- l. Animals, birds or fish;
- m. Coin Collections including numismatic property, collectible cards, such as sports cards, and comic books;
- n. Stamp collections, including philatelic property;
- o. Fur garments and garments trimmed with fur, jewellery, watches, precious and semiprecious stones; but this exclusion does not apply to: (i) the first one thousand dollars (\$1,000.) of any loss insured herein;
(ii) any loss or damage caused directly by "Named Perils";
- p. Silverware, silver plated ware, goldware, gold plated ware and pewterware.

LOSS SETTLEMENT CONDITIONS APPLICABLE TO PROPERTY INSURANCE

Subject to the General Conditions or Statutory Conditions which form part of this policy, your insured losses will be settled as follows:

Insurable Interest

We will not pay to any Insured any amount greater than the Insured's interest, at the time of loss, in the property covered by this insurance.

Limit of this Insurance

Regardless of the number of persons insured or persons having claim under this insurance, or the value of the damaged property, we will not pay more for any loss than our applicable limit of this insurance.

Valuation of Property and Loss Payment

An insured loss will be paid on the basis of the value of the damaged property at the time of the loss. This value will be determined as follows:

A. On Unit Owners Improvements and Betterments

- 1. If repaired or replaced within a reasonable time after the loss or damage, the cost of repairs or replacement (whichever is less) without deduction for depreciation;
- 2. If not repaired or replaced within a reasonable time after the loss or damage, the actual cash value of the property at the time of the loss.

B. On Personal Property

All personal property losses will be settled on an Actual Cash Value basis. Actual Cash Value will take into account the cost of replacement, less any depreciation or obsolescence. In determining depreciation, the condition immediately preceding the damage, the resale value and the normal life expectancy will be taken into consideration. We will pay the lesser of:

- 1) The cost to repair or replace the damaged property with material of like kind and quality;
- 2) The actual cash value of the property at the time of the loss;
- 3) The applicable limit of insurance.

We reserve the right to repair or replace the property.

C. Secondary Condominium Unit Form

1. SECTION ONE - PROPERTY INSURANCE

Limits of Insurance

We will pay up to the applicable limit of insurance shown on the Declarations page for the following:

Personal Property

We cover your personal property while at the residence premises.

The personal property owned by others is covered at your option while that property is in your care or custody, or in any part of a residence occupied by you, but we do not insure the property of roomers or boarders who are not related to you.

The personal property of a residence employee is covered at your option while that property is in a residence of yours or is with the employee while he or she is travelling for you.

Personal property normally kept at your place of business is insured up to \$1,000 in all.

We cover trees, plants, shrubs and lawns for an amount not exceeding 5% of the limit of insurance applicable to personal property. The limit for any one tree, plant or shrub is \$500. Debris removal is included within these limits. We do not cover loss or damage caused by windstorm or hail, nor any property grown for commercial purposes.

Unit Owners Improvements and Betterments

We cover additions, alterations, fixtures, installations and other improvements and betterments made or acquired by you, including:

1. Any building, private structure or swimming pool reserved for your exclusive use or occupancy on the residence premises;
2. Materials and supplies on the residence premises intended for use in such improvements and betterments.
3. Permanently installed outdoor equipment;
4. Breakage of glass or safety glazing material for which you are responsible.

We will pay an additional amount not exceeding \$25,000, for such improvements and betterments, unless this amount is specifically increased by an endorsement attached to your policy.

Any loss exceeding this limit may be claimed against the unused limit remaining under "Section One – Personal Property".

Loss Assessment Coverage

We will pay an additional amount not exceeding \$25,000 for payment of your share of any special assessment levied against the unit owners by the Condominium Corporation, (provided such assessment is valid under the Condominium Corporation's rules) when such assessment is made necessary following direct loss to the condominium property collectively owned by the unit owners and caused by a "Perils You Are Insured Against" in Section One.

We will not pay for that portion of any assessment made necessary by a deductible clause in the insurance of the Condominium Corporation.

Deductible Assessment

We will pay your share of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation up to a maximum of \$1000 for loss or damage caused by "Perils You Are Insured Against" in Section One.

Condominium Unit Owners Contingent Insurance

Should the Condominium Corporation's insurance:

1. Not exist;
2. Be inadequate; or
3. Not respond because of an exclusion or condition,

We will pay for the loss or damage to your unit caused by one of the Perils Insured by your policy, less any amount recoverable from any insurance covering the collective interest of the unit owners, as follows:

1. Basis of Settlement

- a. If within a reasonable time after the loss or damage you replace or repair the loss or damage to your unit with materials of similar quality, we will pay for the actual cost of repairs or replacement, whichever is the lesser, without deduction for depreciation;
- b. If the loss or damage is not replaced or repaired within a reasonable time, we will pay the actual cash value of the loss or damage at the time of the loss, but not more than the amount required to repair or replace.

We will not pay for that portion of any assessment made necessary by a deductible clause in the insurance of the Condominium Corporation.

2. Deductible

We will pay for that portion of any loss or damage which exceeds the deductible amount shown on the Declarations page up to the limit of insurance for any one occurrence.

3. Limit of Insurance

We will pay up to 250% of the limit of insurance provided under "Section One - Personal Property" to a maximum of \$25,000, unless this amount is specifically increased by an endorsement attached to your policy.

PERILS YOU ARE INSURED AGAINST

We insure you for direct loss to the property described in this Section One caused by the following perils:

1. Fire, Lightning or Explosion

2. Windstorm or Hail

We do not cover loss:

- a. To the interior of a building or property contained in a building unless the windstorm or hail damages the building making an opening in a wall or roof through which further damage is caused;
- b. To outdoor radio or television antennae, satellite receivers, or their accessories;
- c. To trees, plants, shrubs and lawns;
- d. Caused by weight or pressure or melting of ice or snow, waves, floods, whether driven by wind or not.

3. Vandalism or Malicious Acts

We do not cover loss or damage caused while your unit is in the course of construction or vacant, irrespective of any permission granted elsewhere in this insurance.

4. Civil Disturbances and Riot

5. Impact by Vehicles, Watercraft, or Aircraft, including Self-Propelled Missiles or Spacecraft

We do not cover loss or injury to animals, birds or fish.

6. Smoke, which means Sudden and Accidental Damage Caused by Smoke.

We do not cover any loss caused by smoke from industrial or agricultural operations.

7. Falling Objects, which means an object falling against a Building, Structure or Outdoor Equipment

8. Breakage of Glass which is part of a Building, Storm Doors or Windows (covered only as Unit Owners Improvements and Betterments)

We do not cover loss or damage caused while your unit is in the course of construction or vacant, irrespective of any permission granted elsewhere in this insurance.

9. Transportation Accidents, defined as damage to property being transported caused by collision, upset, derailment, stranding or sinking of any vehicle, or any conveyance of a common carrier

EXTENSIONS OF COVERAGE

Within the limits of insurance shown on the Declarations page the following additional coverage is given:

Removal and Safeguard Expenses

We will reimburse you for the reasonable expenses incurred by you to protect your property from further damage following the occurrence of an insured peril, or to remove property from your premises when endangered by an insured peril.

We also will cover for direct loss from any insured peril the property which is removed from your premises to protect it from damage from an insured peril. This coverage applies for a period of 14 days but not exceeding the expiry date of this insurance, and no deductible is applied to any payment by us under this extension of coverage.

Debris Removal

We will pay the reasonable expenses you incur for the removal of debris following an insured loss to your property.

Tear Out

We will replace or repair any parts of your unit improvements and betterments that must be removed or torn apart before repairs can be made to a plumbing, heating, air conditioning or sprinkler system, domestic appliance, aquarium or water bed having caused insured damage, **except damage related to an outdoor swimming pool or equipment attached, public water mains carrying drinking water or public sewers.**

Fire Department Charges

If you have a legal liability to, or an agreement with, a fire department outside the municipality where your dwelling is located, we will reimburse you for up to \$2,000, without deductible, if that fire department charges for having been called to save or protect property from a "Perils You Are Insured Against".

Waiver of Subrogation

We agree to waive our rights to any claim against the Condominium Corporation, its Directors, Property Managers, agents 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 or Property Managers or of the unit owners.

2. SECTION TWO - PERSONAL LIABILITY INSURANCE

DEFINITIONS

of certain terms used in this Section Two

Insured

"You" and "your" in this Section have the same meaning as defined in "Your Policy" – "Definitions".

Additional Insureds

In addition, the following persons are insured:

1. Any person or organization legally liable for damage caused by a 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. Any person while performing duties as your residence employee;
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.

Bodily Injury and Property Damage

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

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

Condominium Corporation

The term "Condominium Corporation" as used in this Section Two has the same meaning as in Section One.

Residence Employee

"Residence Employee" means a person employed by you to perform duties in connection with 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 in connection with your business.

Premises

"Premises" means all premises where the person(s) named as Insured on the Declarations page, their spouse or same-sex partner maintains a residence, provided such premises are specifically described on the Declarations page. It also includes:

1. Other residential premises specified on the Declarations page, except business property and farms;
2. Individual or family cemetery plots or burial vaults;
3. Vacant land you own or rent, excluding farm land;
4. Land where an independent contractor is building a one or two-family residence to be occupied by you;
5. Premises you are using or where you are temporarily residing, if you do not own such premises.

Motorized Vehicles You Own

You are insured against claims arising out of your ownership, use or operation of the following:

1. Self-propelled lawn mowers, snow blowers, garden-type tractors, or implements, used or operated mainly on your property, provided they are not used for compensation or hire, and their trailers;
2. Motorized golf-carts while in use on a golf course, and their trailers;
3. Remote control caddies;

4. Motorized wheelchairs.

Trailers

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

Business or Business Use

"Business" means 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.

You are insured against claims arising out of:

1. 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;
2. Your work as a teacher, provided that the claim does not involve physical disciplinary action to a student or injury to a fellow employee;
3. 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;
4. The rental of space in your residence to others for incidental office, school or studio occupancy;
5. The rental to others, or holding for rent, of not more than three car spaces or stalls in garages or stables;
6. Activities during the course of your trade, profession or occupation which are ordinarily incidental to non-business pursuits;
7. The temporary or part time business pursuits of an Insured under the age of 21 years.

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

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

Aircraft

The term aircraft includes Hang Gliders and all other devices which will bear the weight of an individual and become air borne when towed behind a motor vehicle, watercraft or aircraft, or by free flight from land elevations or structures.

The term does not apply to model aircraft.

COVERAGES

Limit of Liability

This insurance applies only to accidents or occurrences which take place during the period of insurance indicated on the Declarations page.

We provide coverage up to the limit of insurance shown on the Declarations page, for any one accident or occurrence.

Separate Insureds

Each person insured is a separate insured, but this does not increase the limit of insurance.

PERSONAL LIABILITY INSURANCE

We will pay all sums on your behalf which you become legally liable to pay as compensatory damage because of bodily injury or property damage.

We will not pay any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages.

The amount of insurance is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence.

You are insured for claims made against you arising from:

A. 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 for which coverage is provided in the policy. (Refer to the section entitled "Definitions of Certain Terms");
- b. Damage to property you own, use, occupy or lease;
- c. Damage to property in your care, custody or control;
- d. Damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
- e. Bodily injury to you or to any person residing in your household other than a residence employee.

B. Premises Liability

Legal liability arising out of your ownership, use or occupancy of the premises. This insurance also applies if you assume, by a written contract, the legal liability of other persons in relation to your premises.

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

- a. Damage to property you own, occupy or lease;
- b. Damage to property in your care, custody or control;
- c. Damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
- d. Bodily injury to you or to any person residing in your household other than a residence employee.

C. Tenants Legal Liability

Legal liability for unintentional property damage caused directly to premises or their contents which you are using, renting or have in your custody or control.

You are not insured:

- a. For liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force.

You are not insured for claims made against you from:

- b. Wear and tear or deterioration;
- c. Dampness or dryness of atmosphere, condensation, extremes of temperature, exposure to light, contamination, change in colour, rust, corrosion, mould, dry or wet rot;

- d. Loss or damage to tools, bicycles or sporting equipment where the loss or damage is due to their use;
- e. Loss or damage to electrical devices or appliances caused by electrical currents other than lightning, unless fire ensues, and then only for the resulting damage;
- f. Loss or damage to watercraft, motorized vehicles or aircraft;
- g. Loss or damage caused by animals, birds or fish;
- h. Loss or damage to real or personal property while undergoing any process or while actually being worked upon, but resulting damage to other property is insured;
- i. Any event, unless sudden and accidental;
- j. Loss or damage occurring after your dwelling or unit has, to your knowledge, been vacant for more than 30 consecutive days.

We do not insure:

- k. Loss or damage caused by water unless the loss or damage resulted from:
 - 1) the sudden and accidental discharge or overflow of water from public water mains carrying drinking water;
 - 2) the sudden and accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, aquarium, water bed, swimming pool or equipment attached;
 - 3) freezing of any part of a plumbing, heating, sprinkler or air conditioning system, domestic appliance, aquarium, water bed, swimming pool or equipment attached, which is located inside an insured building heated during the usual heating season;
 - 4) water which enters through an opening which has been created suddenly and accidentally by an insured peril.

"Plumbing system" means water supply, distribution and disposal piping on the premises, including appliances and equipment attached thereto, between their connection points to a public or private system.

You are not insured for claims arising from loss or damage:

- a) to public water mains carrying drinking water or public sewers;
 - b) to a system or appliance from which the water escaped;
 - c) caused by the backing up or escape of water from a sewer, sump, septic tank, eavestrough or downspout;
 - d) caused by flood, surface water, spray, waves, tides, tidal waves, waterborne objects or ice, all whether driven by wind or not;
 - e) occurring while the building is under construction or vacant, even if we have given permission for construction or vacancy.
- l. Mysterious disappearance;
 - m. Loss or damage caused directly or indirectly, proximately or remotely, arising in consequence of or contributed to by the enforcement of any bylaw, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.
Nor are you insured for claims made against you arising from:
 - n. Marring, scratching of any property or breakage of any fragile or brittle articles, such as glasses, glassware, marble, porcelain and china, unless caused by fire, explosion, smoke or water damage;
 - o. Damage to trees, plants, shrubs and lawns permanently in the open on your premises, unless caused by fire or explosion;
 - p. Damage to trees, plants and shrubs which are usually inside a dwelling and to animals, birds or fish, unless caused by fire, explosion, smoke or water damage.

D. Employer's Liability

Legal liability for unintentional bodily injury to residence employees arising out of and during 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. You are not insured for liability imposed upon or assumed by you under any Workers' Compensation Statute.

Claim Investigation and Defense

We will defend, by counsel of our choice, any suit against you alleging bodily injury or property damage and seeking compensatory damages, even if it is groundless, false or fraudulent. We reserve the right to investigate, negotiate and settle any claim or suit if we decide this is appropriate.

Additional Payments

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

1. All expenses which we incur;
2. All costs charged against you in any suit insured under this coverage;
3. Any interest, and indemnity as defined in the applicable article of the Civil Code of Quebec, accruing after judgment, or where applicable, interest accruing from the date of the action, or determined by the Court, on that part of the judgment which is within the limit of insurance;
4. Premiums for appeal bonds required in any insured suit involving you and bonds to release any property that is being held as security, up to the limit 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 insured accident or occurrence;
6. Reasonable expenses, except loss of earnings, which you incur at our request.

E. Loss Assessment Coverage - Liability

Your share of special assessments levied against the Unit Owners made necessary by the liability of the Condominium Corporation (provided such assessment is valid under the Condominium Corporation's governing rules), when such assessment is made necessary by occurrence(s) to which this Section Two - Personal Liability Insurance applies.

We will pay up to \$25,000 in total for all special assessments made during the period of insurance shown on the Declarations page.

We will pay up to \$1,000 for your share of any special assessment made necessary by a deductible clause in the liability insurance of the Condominium Corporation.

VOLUNTARY MEDICAL PAYMENTS TO OTHERS

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

The amount of insurance shown on the Declarations page is the maximum amount 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 your medical expenses or those of persons residing with you, other than residence employees.

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

You are not insured for claims arising out of the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided in this policy.

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

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

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

VOLUNTARY PROPERTY DAMAGE PAYMENTS TO OTHERS

We will pay for unintentional direct damage you cause to property even though you are not legally liable. You may also use this coverage to reimburse others for direct property damage caused intentionally by an insured 12 years of age or under.

You **are not** insured for claims:

- a. Resulting from the ownership, use or operation of automobiles or watercraft;
- b. For property you or your tenants own or rent;
- c. Caused by the loss of use, disappearance or theft of property.

We will pay whichever is the least of the following:

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

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

We may take over any salvage if we wish.

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

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

If necessary, you must help us to verify the damage.

GENERAL EXCLUSIONS

APPLICABLE TO PERSONAL LIABILITY INSURANCE

You are not insured for claims arising from:

- a. Loss or damage caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- b. Bodily injury or property damage which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of Insurers;
- c. Your business or any business use of your premises except as defined or specified on the Declarations page;
- d. The rendering or failure to render any professional service;
- e. Bodily injury or property damage caused by your intentional or criminal act or failure to act, or any intentional or criminal act or failure to act by any other person at your direction;
- f. The ownership, use or operation of any aircraft or premises used as an airport or landing strip, and all necessary or incidental operations;
- g. The transmission of communicable disease by an insured;
- h. Indecent acts, sexual assault, sexual, physical, psychological or emotional harassment, corporal punishment or abuse:
 - a) by or with the express or implied consent of an insured,
 - b) by any other person at the direction of an insured;
- i. The ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided in this policy;
- j. Underground fuel tanks or resultant pollutants. Fuel tanks that are located in the basement of a property are deemed to be above ground.

CLAIM AND DEFENSE CONDITIONS

APPLICABLE TO PERSONAL LIABILITY INSURANCE

Notice of Accident or Occurrence

When an accident or occurrence takes place, you must immediately give us notice (in writing if required). The notice must include:

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

Assistance and Co-operation

You are required to:

1. Help us obtain witnesses, information and evidence about the accident and co-operate with us in any legal actions if we ask you;
2. Immediately send us every demand, notice, letter, document or writ received concerning the claim;
3. Not interfere in any settlement or legal proceeding.

Unauthorized Settlements

You shall not, except at your cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of accident.

Action Against Us

You shall not bring suit against us until you have fully complied with all the terms of this policy, nor until the amount of your obligation to pay has been finally determined either by judgment against you or by an agreement which has our consent.

With respect to "Voluntary Medical Payments to Others" and "Voluntary Property Damage Payments to Others", you shall not bring suit against us until you have fully

complied with all the terms of this policy, nor until 60 days after the required Proof of Loss Form has been filed with us.

Other Liability Insurance

In the event you have other insurance which applies to a loss or claim, 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.

ADDITIONAL CONDITIONS

Notice to Authorities:

Where the loss is due to malicious acts, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

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.

Pair and Set:

In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a 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 construed to mean total loss of set.

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.

Sue and Labour:

It is the duty of the Insured in the event that any property insured hereunder 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 interests of the parties.

Basis of Settlement:

Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

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 proportions in which the loss or damage has been borne by them respectively.

Optional Additional Coverages

APPLICABLE ONLY IF THEIR FORM NUMBER APPEARS ON THE DECLARATIONS PAGE OF THE POLICY

FORM NO.	ENDORSEMENT
R3	Sewer Backup – Additional Insured Peril
X2	Earthquake or Volcanic Eruption – Additional Insured Peril

R3 Sewer Backup Additional Insured Peril Endorsement

Agreement

In return for your payment of the premium as stated separately on the Declarations page or included in the total premium we agree to extend your policy as follows:

Additional Insured Peril

We insure you for direct loss or damage to the property described in Section One of the policy to which this endorsement is attached, caused by water which backs up through sewers, sumps or septic tanks.

This endorsement does not insure damage caused proximately or remotely by:

- a. continuous or repeated seepage or leakage;
- b. flood water;
- c. tidal wave, waves, tides, tsunamis, overflow of streams or other bodies of water and any other water on or below the surface of the ground, including spray, ice, waterborne objects, whether wind driven or not;
- d. seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, therein, foundations, basement floors, sidewalks, sidewalk lights
- e. If sumps or septic tanks are not emptied in accordance with generally accepted practices;
- f. For loss or damage occurring while the building is under construction or vacant, even if we have given permission for construction or vacancy.

Deductible

We will pay for that portion of any loss or damage which exceeds the deductible amount shown on the Declarations page up to the limit of insurance for any one occurrence.

Other Conditions that Apply

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

X2 Earthquake or Volcanic Eruption Additional Insured Peril Endorsement

Agreement

In return for your payment of the premium as stated separately on the Declarations page or included in the total premium we agree to extend your policy as follows:

Additional Insured Peril

We insure you for direct loss or damage to the property described in Section One of the policy to which this endorsement is attached, caused by "Earthquake or Volcanic Eruption".

Definition

One or more earthquake shocks or volcanic eruptions that occur within a 72 hour period shall be considered as a single earthquake or volcanic eruption. Only damage occurring within the period of insurance shown on the Declarations page will be covered.

Percentage Deductible

We will pay only for that portion of any loss or damage which exceeds the percentage deductible shown on the Declarations page of the applicable limit of insurance pertaining to this endorsement, but not exceeding the limit of insurance.

Furthermore, the deductible shall apply separately to losses occurring under coverage for:

- Personal Property
- Unit Owners Improvements and Betterments.

Exclusion

We do not cover loss or damage caused by or resulting from flood of any nature, waves including tidal waves, waterborne objects or ice, whether caused by, resulting from, contributed to or aggravated by earthquake or volcanic eruption.

Other Conditions that Apply

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

SAMPLE