

Form #MH-2 (Rev. May 2019)
Seasonal Mobile Home

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

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

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

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

“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.

“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.

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

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

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

“Vacant” means:

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

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

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

“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.

COVERAGE “A” – MOBILE HOME BUILDING

We insure:

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

COVERAGE “B” – DETACHED PRIVATE STRUCTURES

We insure structures or buildings not insured under coverage “A”, on your premises, separated 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 each structure in the proportion that the value of each shall bear to the value of all at the time of loss.

COVERAGE “C” – PERSONAL PROPERTY

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

Special Limits of Insurance

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:

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

Property Excluded:

We do not insure loss or damage to:

1. property of roomers or boarders not related to you;
2. lawns, trees, plants or shrubs, animals, birds or fish;
3. any structures used for manufacturing or farming purposes;
4. books of account and evidences of title or debt;
5. motorized vehicles, trailers, aircraft, their furnishings, equipment, except for lawn and garden equipment;
6. property illegally acquired, kept stored, or transported;
7. property seized or confiscated for breach of law or by order of any civil authority, but this exclusion shall not apply to property seized or confiscated for the purpose of destruction at the time of fire or the prevention of spread of such fire;
8. property pertaining to business, profession, or occupation;
9. money, bullion, cheques, or drafts;
10. securities, tickets or manuscripts;
11. stamps, coins or numismatic or philatelic property;
12. silverware, silver-plated ware, goldware, gold-plated ware or pewter ware;
13. jewellery, precious or semi precious stones, watches, furs and garments trimmed with fur;
14. tapes, discs, records or other media while in or on motor vehicle, watercraft or aircraft.
15. data.
16. personal property while undergoing a process involving the application of heat or while being worked on, but resulting damage to other property is insured;
17. buildings or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other controlled substance regulated by the government, regardless of whether you are aware or unaware of such activity.

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, condensation, wet or dry rot, mould or contamination.
3. The cost of making good faulty material or workmanship or any damage that occurs due to any fault in design.
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. Birds, vermin, insects, raccoons or rodents, except loss or damage to building glass results, we will pay only for that resulting damage.
6. Smoke from agricultural smudging or industrial operations.
7. Theft or attempted theft of property in or from a mobile home until completed and ready to be occupied.
8. Theft or attempted theft by any tenant, members of a tenants household, or employees of the tenant
9. Windstorms, hail, weight of ice, snow or sleet or collapse to outdoor radio and TV antennae or satellite receivers
10. 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
11. 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
12. 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
13. 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
14. 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
15. Backing up or escape of water from an eaves trough or downpour
16. 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 watermainOccurring while or as:
 - i) Your mobile home is under construction or installation, or vacant, even if permission for construction, for construction, installation, installation or vacancy has been given by us; or
 - ii) Continuous or repeated seepage or leakage
17. 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 waterOccurring 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,
18. 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,
19. 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.
20. Resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud.
21. Occasioned by your neglect to use all reasonable means to save and preserve the property.
22. Arising out of actual or threatened discharge, dispersal, release or escape of pollutants, unless the loss or damage is caused by the sudden bursting or overflow of your domestic fixed fuel oil tank, its apparatus or pipes;
23. Caused by animals owned by you, or in your care, custody or control, except loss or damage to glass which forms part of the building;

Specified Perils

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

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

We do not insure loss or damage:

- i) caused by continuous repeated seepage or leakage;
- ii) to the system or appliance caused by rust or corrosion;
- iii) to public water mains, outdoor swimming pools or equipment attached;
- iv) occurring while the mobile home is under construction or vacant;
- v) 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.
- vi) caused by rupture, backing up or escape of water from a sewer, storm drain, sump or septic tank.

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

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

Loss or Damage Not Insured

We do not insure:

- 1. Loss or damage occurring after your mobile home has, to your knowledge been vacant for more than 30 consecutive days;
- 2. 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;
- 3.. Loss or damage caused by wear and tear, gradual deterioration or inherent vice.
- 4.. Loss or damage caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutant;
- 5. Loss or damage caused by snow slide, earthquake, landslide or any other earth movement unless a fire or explosion results, in which case we will insure on that portion of the damage caused by these perils;

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 Declarations Page in any one occurrence.

BASIS OF CLAIM PAYMENT

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

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

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

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

Actual Cash Value or Replacement Cost.

Actual Cash Value

We will pay whichever is the least of:

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

We 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. 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.

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.

Personal Property: We will pay the cost to repair or replace, whichever is less, at the time of the loss or damage with new materials of like kind and quality, without deduction for depreciation;

- Provided the repair or replacement is executed with due diligence and promptly;
- The amount we pay will be the lesser of the actual expenditure to repair or replace, but not exceeding the applicable limit of insurance.

The replacement cost basis of settlement does not apply to:

- a. Property which was not in good and workable condition;
- b. Property not being used by you, or being stored by you, unless the property is intended for use and only temporarily out of service;
- c. Articles, which by their inherent nature cannot be replaced with same or similar articles, such as: antiques, fine arts, paintings, statuary, memorabilia, souvenirs, photographs, negatives, rare books, manuscripts and collectors' items;
- d. Other similar articles the age, history and rarity of which contribute significantly to their value;
- e. Property, which at the time of loss or damage is no longer manufactured, or is unobtainable, but we will pay the cost of a new article of comparable quality and usefulness.

If you do not Repair or Replace

If you choose not to repair or replace any article, we will pay for the loss or damage to that article on the basis of "Actual Cash Value".

EXTENSIONS OF COVERAGE

Debris Removal

The amount of Insurance shown for Coverage A on the Declarations Page includes the cost of removing debris of the property Insured under this policy, as a result of an insured peril.

Removal of Property

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.

SPECIAL CONDITIONS

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.

SECTION II – LIABILITY COVERAGE

In consideration of the premium stated in the Declarations Page, and subject to the items, provisions, and conditions thereof: Unless stated on the Declarations Page, it is understood and agreed:

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

Definitions (applicable to Section II)

“Bodily injury” means bodily injury, sickness or disease resulting death.

“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.

“Premises” in this Section means only the premises stated on the Declarations Page that is occupied by the person(s) named as Insured on the Declarations Page, or their spouse for personal habitational purpose.

“Property damage” means damage to, destruction of or loss of use of property.

“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.

“Terrorism” means an ideologically motivated unlawful act or acts, included but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group (s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

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

“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.

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

In the event that you have, under another policy or policies issued by us, liability insurance which applies to a loss or claim, then under no circumstances will we pay in total more than the highest of the liability limits stated on the Declarations Page of all such policies issued by us.

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 Declarations Page 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:

Premises Liability: Legal liability for unintentional bodily injury or property damage arising out of your ownership and activities of the premises as stated on the Declarations Page.

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

- a) The ownership, use or operation of any motorized vehicle, trailer or watercraft
- b) Damage to other property you own, use, occupy or lease
- c) Damage to personal property of fixtures because of work done on them by you or anyone on your behalf.
- d) Liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract
- e) The personal actions of a named insured who does not reside on the premises described on the Declarations Page
- f) Bodily injury to you or to any person residing in your household other than a residence employee;
- g) Sexual, physical, psychological or emotional abuse, discrimination, 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;
- h) Actual, alleged or threatened discharge, dispersal, release or escape of pollutants;

- i) The cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other controlled substance regulated by the government, regardless of whether you are aware or unaware of such activity;

Defense, Settlement, Supplementary Payments

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

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

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

COVERAGE "F" - VOLUNTARY MEDICAL PAYMENTS

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

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

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

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

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

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

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

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

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

COVERAGE "G" - VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

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

You are not insured for claims:

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

Basis of Payment

We will pay whichever is the least of:

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.

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

COVERAGE "H" - VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEE ENDORSEMENT

Definitions

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

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

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

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

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

An injured employee will if requested:

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

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

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

SCHEDULE OF BENEFITS

Loss of life

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

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

Actual funeral expenses up to \$500.

Temporary Total Disability

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

Permanent Total Disability

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

Injury Benefits

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

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

No. of Weeks

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

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

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.

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 the use of part of your residence, by you, for incidental office, school or studio occupancy.

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.

GENERAL POLICY EXCLUSIONS

You are not insured for claims arising from:

- a) War, invasion, act of foreign enemy, hostilities, civil war, rebellion, insurrection or military power:
- b) 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
- 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
- h) The transmission of communicable diseases by any person insured by this policy.
- i)
 - a) the failure of any computer to operate, or the failure, malfunction or inadequacy of any computer or other equipment, including embedded microchips, computer program or software to correctly read, recognize, process, distinguish, interpret or accept any date, time, or combined date/time data filed. Such failure shall include any error in original or modified data entry or programming.
 - b) any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you, or for you, to determine, rectify or test for any potential or actual problems described in a) of this exclusion.
- j)
 - a) erasure, destruction, corruption, misappropriation, misinterpretation of data,
 - b) erroneously creating, amending, entering, deleting or using data,
- k) any claim that arises directly or indirectly, in whole or in part, out of Terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism. This exclusion applies regardless of any contributing or aggravating cause or event that contributes concurrently or in sequence to the claim.

ADDITIONAL POLICY CONDITIONS

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

SAMPLE

OPTIONAL EXTENSIONS OF COVERAGE**Agreement**

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

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

Residence Glass Deductible

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

Earthquake Damage Assumption Endorsement

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

We will pay for direct loss to the property described in the Mobile Home, and Personal Property coverage, caused by earthquake or volcanic eruption.

If more than one earthquake shock occurs within a 168 hour period, they will be considered a single earthquake. We shall not pay for any loss caused by an earthquake shock occurring before this coverage is effective or after this policy has terminated.

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

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

Earthquake Deductible

The deductible percentage shown on the Declarations Page 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 Declarations Page. The amount of the deductible shall be that percentage applied to the total limits of insurance shown on the Declarations Page.

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:

1. Wear and tear, deterioration, defect or mechanical breakdown, rust or corrosion, extremes of temperature and wet or dry rot or mould
2. Electrical currents other than lightning unless fire or explosion follows and then only for the resulting damage
3. Any process or work being performed on the scheduled articles where the damage results from such process or work
4. Earthquake
5. 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
6. 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
7. 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
 1. Your intentional or criminal acts
 2. War, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power
 3. Any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material.

SPECIAL CONDITIONS**Installation Warranty:**

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

Reinstatement:

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