

**Form #MH-AR (Rev. January 15, 2019)**  
**Mobile & Manufactured Home Policy Agreement - Owner-Occupied All Risk**

**AGREEMENT**

During the policy period shown on the Declarations Page and in return for the premium, we provide the insurance described in this policy, 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**

“**Aircraft**” means a vehicle (or device) used or designed to travel through the air, whether or not it bears the weight of an individual, and regardless of how it achieves flight, whether when towed behind a motor vehicle or watercraft, self-propelled, radio controlled or by free flight from land elevations or structures. This includes but is not limited to airplanes, drones, hang gliders, spacecraft, missiles.

“**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 a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in case of an emergency.

“**Data**” means representations of information or concepts in any form.

“**Data Problem**” means erasure, destruction, corruption, misappropriation, misinterpretation of data; error in creation, amending, entering, deleting or using data; or inability to receive, transmit or use data”.

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

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

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

“**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.

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

“**Mobile Home**” means the mobile home or manufactured home described in the declarations occupied by you as a principal dwelling.

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

“**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.

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

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

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

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

“**Vacant**” means the circumstance where, regardless of the presence of furnishings:

- all occupants have moved out with no intention of returning and no new occupant has taken up residence; or,
- in the case of a newly constructed or installed dwelling, no occupant has yet taken up residence.

“**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 spouse, the relative of either, or any person under 21 in their care. Spouse includes two people who are living together continuously, as husband and wife or same sex partners (as

defined), 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. **"Same-sex Partner"** means a person of the same sex who has been living with the Named Insured in a relationship as a couple or family.

#### **COVERAGE "A" – MOBILE HOME**

We insure:

1. The mobile home, including furniture and equipment forming a permanent part of the building, permanently attached carports or garages, porches, skirting, awnings, and tie down equipment.
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 the detached structures at the time of loss.

#### **COVERAGE "C" – PERSONAL PROPERTY**

1. We insure the contents of your mobile home, and other personal property you own, wear, or use while on your premises, which is usual to the ownership or maintenance of a dwelling. If you wish, we will include uninsured personal property of others, while it is on that portion of your premises which you occupy but we do not insure property of roomers or boarders who are not related to you.
2. We insure your personal property while it is temporarily away from your premises, anywhere in the world. If you wish, we will include personal property belonging to a residence employee traveling with or for you. Personal property normally kept at another location you own, lease or rent is not insured. While you are temporarily residing at a location other than the premises described in the Declarations, coverage for personal property at that location is limited to 20% of Coverage C – Personal Property, or \$2,500, whichever is greater.
3. Personal property stored in a warehouse is insured for 30 days, from the date the property was first stored or until your policy term ends, whichever occurs first. We will continue coverage beyond the 30 days, or until your policy term ends, for the peril of Theft only.
4. Personal property of a student insured by this policy is covered for up to a maximum of \$5,000 while temporarily at a residence the student occupies away from the principal residence of the Named Insured or his or her spouse, for the purpose of attending a school, college or university.
5. We insure, during the term of this policy, personal property removed from your premises to another location within the territorial limits of Canada, to be occupied as your principal residence. The limit of liability for Coverage "C" shall apply at each location and, while in transit, in the proportion that the value at each location bears to the total value of such property insured under Coverage "C". This insurance shall apply only for a period of 30 days from the date removal commences or until your policy term ends, whichever occurs first. While your personal property is in transit, it shall be covered for the following specified perils.
  - a) Fire;
  - b) Lightning;
  - c) Explosion;
  - d) Smoke;
  - e) Falling objects;
  - f) Impact by aircraft or land vehicle;
  - g) Riot, vandalism or malicious acts;
  - h) Burglary (of which there must be forcible entry);
  - i) Windstorm or hail;
  - j) Collision, upset, overturn, derailment, stranding or sinking of automobile or trailer in which the property is being carried.
6. We insure personal property damaged by change of temperature resulting from physical damage to your mobile home by an insured peril. This coverage applies only to personal property in your mobile home.

#### **Special Limits of Insurance**

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

We insure:

1. Books, tools and instruments pertaining to a business, profession or occupation, for an amount up to \$2,500 in all, but only while on your premises. Other business property, including samples, and goods held for sale, is not insured.
2. Securities, books of account, evidences of debt or title, deeds, letters of credit, notes other than bank notes, passports, manuscripts, and documents or other evidence that establishes ownership or the right or claim to benefit, for an amount up to \$3,000 in all.
3. Money or bullion up to \$300 in all.
4. Watercraft, their furnishings, trailers, equipment, accessories and motors up to \$2,000 in all. Loss or damage from hail or windstorm is only insured if they were inside a fully enclosed building at the time of loss. Canoes and rowboats are insured while in the open.
5. Computer software up to \$2,500 in all. We do not insure the cost of gathering, assembling or recreating data or information, or writing a program. Business records are not covered.
6. Garden type tractors, personal snow removal equipment, motorized wheelchairs or wheelchair-scooters specifically designed for the carriage of a person with a physical disability, golf carts, lawnmowers, including attachments and accessories up to \$5,000 in all.
7. Non-boat trailers and truck caps up to \$2,000
8. Spare automobile parts up to \$1,000 in all. The maximum for any one item is \$250.
9. Wine and spirits limited to \$5,000 in all.
10. Animals, birds and fish up to \$2,500 in all.
11. Personal property in or on a motor vehicle, watercraft or aircraft is insured up to \$1,500, with the exception of tapes, records, discs or other media which are insured up to \$250 in total.

The following special limits of insurance apply if the items described below are stolen or mysteriously disappear. These limits apply notwithstanding any other limit stated for specified property in these special limits of insurance.

1. Jewelry, watches, gems, fur garments and garments trimmed with fur, for an amount up to \$3,000 in all.
2. Numismatic property (such as coin collections) up to \$500 in all.

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

#### COVERAGE "D" – ADDITIONAL LIVING EXPENSES

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

1. **Additional Living Expenses:** if an insured peril makes your mobile home unfit for occupancy, or you have to move out while repairs are being made, we insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or replace your mobile home or, if you permanently relocate, the reasonable time for your household to settle elsewhere.
2. **Prohibited Access:** We will pay any necessary and reasonable increases in living expenses incurred by you while access to your principal residence is prohibited by order of a civil authority. Such order for evacuation must be as a direct result of a sudden and accidental insured peril. You are insured for additional expenses incurred during a period of up to two weeks from the date of the order of evacuation and up to a maximum of \$2,500.

We do not insure loss resulting from the cancellation of a lease or agreement.

#### INSURED PERILS

**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:**

1. Buildings, units or structures used in whole, or in part for business of farming purposes, unless declared in the Declarations Page;
2. Lawns, or any item grown for commercial purposes;
3. Animals, birds or fish unless the loss or damage is caused by fire, lightning, explosion, smoke, falling object, riot, vandalism or malicious acts, burglary, windstorm or hail;
4. Retaining walls, except for loss or damage due to fire, lightning, impact by land vehicle or aircraft, or vandalism or malicious acts;
5. Sporting equipment when the loss or damage is due to the use of the sporting equipment;
6. Property at any fairground, exhibition or exposition for the purpose of exhibition;
7. Any property illegally acquired, kept, stored or transported;
8. Property of roomers or boarders;
9. Books of account and evidence of debt or title, securities, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right or claim to a benefit, other than as provided and limited under Personal Property with Special Limits of Insurance;
10. Property lawfully seized or confiscated, unless such property is destroyed to prevent the spread of fire;
11. Increased costs of repair or losses due to the operation of any law regulating the demolition, repair, zoning or construction of buildings and their related services;
12. 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 substance falling within Schedule II of the Narcotic Control Regulations under the Controlled Drugs and Substances Act, regardless of whether you are aware or unaware of such activity;
13. Motorized vehicles, camper units, vacation trailers, aircraft or their equipment (except lawn mowers, other gardening equipment or personal snow removal equipment, and except as otherwise described in this policy).

#### We do not insure loss or damage:

14. Occurring after your mobile home has to your knowledge, been vacant, even if partially or fully furnished, for more than 30 consecutive days;
15. Caused by 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;
16. Caused by settling, contraction, expansion, bulging, moving, buckling or cracking except resultant damage to Glass which forms part of your mobile home or any insured building;
17. Caused by windstorms, hail, weight of ice, snow or sleet or collapse to outdoor radio and TV antennae or satellite receivers;
18. Caused by any nuclear incident as defined in the Nuclear Liability Act, contamination by radioactive material nor loss or damage caused by a nuclear explosion or nuclear contamination;
19. Caused by war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
20. Resulting from any intentional or criminal act or failure to act by:
  - a) Any person insured by this policy; or
  - b) Any other person, at the direction of any person insured by this policy;
21. To personal property while undergoing a process involving the application of heat or while being worked on, but resulting damage to other property is insured;
22. 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;
23. Caused by birds, raccoons, skunks, moths, rodents, such as squirrels and rats, other insects such as termites, and all vermin, except loss or damage to glass which forms part of your mobile home or any insured building;
24. Caused by smoke from agricultural smudging or industrial operations;
25. Resulting from earth movement, meaning any loss caused by, resulting from, contributed to or aggravated by: snowslide, landslide, mudflow, earthquake, earth sinking, rising or shifting, except if any of these result in a fire or explosion, we will pay only for the resulting loss or damage;
26. Caused by theft or attempted theft by any tenant, members of a tenants household, or employees of the tenant;
27. Caused by theft or attempted theft of property in or from a mobile home which is under construction and is not yet completed and ready to be occupied;
28. Resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
29. Occasioned by your neglect to use all reasonable means to save and preserve the property;
30. 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;
31. Caused by surface water, flood, spray, waves, tidal waves, tides, logs, ice or water-borne objects, all whether wind driven or not, unless the loss or damage resulted from the escape of water from a swimming pool, public watermain, or equipment attached thereto;
32. Caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system, water bed, aquarium or domestic appliance;
33. Caused by condensation;

34. Caused by water unless the loss or damage resulted from
- a) the sudden and accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, or domestic appliance;
  - b) the sudden and accidental escape of water from a public water main;
  - c) water which enters through an opening which has been created suddenly and accidentally by an Insured Peril other than Water Damage. However, we do not insure loss or damage:
    - i. caused by continuous or repeated seepage or leakage of water;
    - ii. caused by ground water or rising of the water table;
    - iii. caused by surface waters, unless the water escapes as described in a) above;
    - iv. caused by flood, spray, waves, tides, ice or water-borne objects, all whether driven by wind or not;
    - v. to the system or appliance from which the water escaped;
    - vi. to public water mains, outdoor swimming pools or equipment attached;
    - vii. occurring while the mobile home is under construction, installation or vacant even if permission for construction, installation or vacancy has been granted;
    - viii. caused by freezing of any part of a plumbing, heating, sprinkler or air conditioning system, or domestic appliance unless within a portion of your mobile home that is heated during the usual heating season;
    - ix. 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;
    - x. caused by the backing up or escape of water from a sewer or storm drain, sump or septic tank.
    - xi. caused by freezing, thawing, or pressure or weight of ice, snow, sleet or water, whether wind driven or not, to any patio, pavement, swimming pool and attached equipment, fence, foundation, public watermain, retaining wall, bulk head, wharf, dock or pier;
35. Caused by 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;
36. Caused by the backing up or escape of water from an eavestrough or downspout;
37. Caused by marring or scratching of any property or the breakage of a fragile or brittle article, unless caused by fire, lightning, explosion, smoke, falling objects, impact by aircraft or land vehicle, riot, vandalism, malicious acts, theft or attempted theft;
38. Caused by wear and tear, deterioration, defect or latent defect, electrical or electronic breakdown, mechanical breakdown, inherent vice, rust or corrosion, extremes of temperature, dampness of atmosphere, wet or dry rot, bacteria, condensation, acid rain, mold, fungi or spores, or contamination, except that resulting damage by an Insured Peril is covered;
39. Due to the cost of making good faulty material or workmanship or any damage that occurs due to any fault in design;

#### **DEDUCTIBLE**

We are responsible only for the amount by which the loss or damage, caused by an insured peril, exceeds the amount of the deductible shown on the Declarations Page in any one occurrence. However, if the loss amount exceeds \$25,000 the deductible is waived. If the peril of Earthquake is listed on the Declarations Page, the deductible is not waived under any circumstances.

#### **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 shown on the Declarations Page for each Coverage, 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 Declarations 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 pay for the loss of or damage to, or may repair or replace the property. We may take over salvage if we wish.

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

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

If necessary, you must help us verify the damage.

#### **Replacement Cost**

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

**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.

**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".

**Bylaws Coverage:** If it is indicated on the Declarations that loss settlement shall be on a "Replacement Cost" basis for the mobile home, then we will pay the additional cost of demolition, construction or repair which is required to comply with any laws regulating demolition, construction or repair of buildings.

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

1. 15% of the limit shown under Coverage "A" or;
2. The replacement cost of that part of the property damaged, for equivalent construction, and use on the same premises; or
3. The amount actually necessary 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 Declarations Page.

**SPECIAL CONDITIONS**

**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.

**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.

**Sue and Labour:**

It is the duty of the insured, in the event that any property insured thereunder is lost, to take all reasonable steps in and about the recovery of such property. The insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interest of the parties.

**Subrogation:**

The insurer, upon making any payment or assuming liability therefor under this policy, shall inherit or 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 effecting the 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.

**No Benefit to Bailee:**

It is warranted by the insured that this insurance shall in no way 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 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.

**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.

**Permission Granted:**

You are allowed to:

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

**Waiver:**

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

**EXTENSIONS OF COVERAGE**

**Fire Department Charges:**

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

**Building Fixtures & Fittings:**

You may apply up to 10% of the amount of insurance on your Coverage A – Mobile Home Dwelling Building, to insure building fixtures and fittings which are temporarily removed from the premises for the purpose of seasonal storage or repair.

**Home Freezer:**

We cover frozen foodstuffs only while in the home freezer unit located within the mobile home, for up to \$3,000. We provide protection against loss by spoilage of such frozen foodstuffs caused by outside power failure, or mechanical breakdown of the freezer unit, subject to the following exclusions:

We do not insure against:

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

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

We agree to reimburse you for reasonable expenses incurred in saving or preserving the property Insured but excluding repair or replacement of mechanical parts. Losses under this extension will be paid based on the actual cash value of the lost or damaged foodstuffs at current market price at the date of loss.

**Lock Replacement:**

If the exterior door keys to your mobile home are stolen, we will pay up to \$500 (no deductible applies) for your locks to be reset, replaced or re-keyed. You must notify us within 72 hours of the discovery of the keys being stolen. The amount payable will be restricted to the same lock quality installed at the time of the theft of the keys.

**Mass Evacuation:**

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

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

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

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

This \$2,500 coverage will be provided as part of the limit specified in the Declarations for Coverage D – Additional Living Expense.

**Credit Card Forgery and Counterfeit Money:**

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

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

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

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

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

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

The deductible specified in the Declarations Page does not apply to this coverage.

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

**Tear Out:**

We will also pay to replace any walls, ceilings or other parts of your mobile home that must be torn apart before insured water damage can be repaired, unless damage to such system or appliance is otherwise excluded. The cost of tear out is not covered if related to swimming pools and public water mains or sewers.

**Debris Removal:**

Up to an additional 10% of the amount of insurance shown on the Declarations for Coverage A is provided for the cost of removing debris off 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.

**Outdoor Trees, Shrubs and Plants:**

Up to 5% of the amount of Insurance for the mobile home unit, if you are the owner, may be applied for trees, plants and shrubs on your premises. We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts. We will not pay more than

\$1,000 for any one tree, plant or shrub, including the cost of removing its debris. We do not insure lawn or items grown for commercial purposes. This extension is subject to the policy exclusions and shall not increase the limit of liability applying under this policy to the property damaged or destroyed.

**Accidental Death:**

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

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

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

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

**SECTION II – PERSONAL 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 Residence Premises other than the principal residence maintained by you;
- b) You own no watercraft:
  - i) Equipped with an outboard motor rated more than 25 hp. (19 kW);
  - ii) Equipped with an inboard motor rated more than 50 hp (36 kW);
  - iii) Of any other type over 26 feet (8m) in overall length.
- c) You own no draft or saddle animals;
- d) No business, or occupational pursuits are conducted on the premises;
- e) There are no permanent in-servants, out-servants, or private chauffeurs ;
- f) There are no elevators, escalators or inclinators on the premises;
- g) There is no swimming, or wading pools over 30 inches (75cm) in depth.

**Definitions** (applicable to Section II)

“Bodily injury” means bodily injury, sickness or disease resulting in 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 all premises where the person(s) named as Insured on the Declarations Page, or his or her spouse, maintains a residence, provided such premises are specifically described on the Declarations Page. This does not include business property or farms. Premises also include:

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

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

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

“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:**

1. **Personal Liability:** Legal liability for unintentional bodily injury or property damage arising out of your personal actions anywhere in the world.  
**You are not insured for claims made against you arising from:**
  - a) The ownership, use or operation of any motorized vehicle, trailer, watercraft, or farm equipment except those which coverage is shown in this policy
  - b) Damage to property you own, use, occupy or lease
  - c) Damage to property in your care, custody or control;
  - d) Damage to property owned, used, occupied or leased by anyone included in the definition of "you" and "your" in Section II of this policy
  - e) Damage to personal property of fixtures because of work done on them by you or anyone on your behalf.

2. **Premises Liability:** Legal liability arising or of your ownership, use or occupancy of the premises defined in Section II. This insurance also applies if you assume, by written contract, the legal liability of other persons in relation to your premises.

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

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

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

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

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

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

### Liability Exclusions

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

1. 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;
2. The transmission of any communicable or sexually transmitted disease, including Acquired Immune Deficiency Syndrome, by any person insured by this policy; or
3. Rust, corrosion, wet or dry rot, fungi or spores, bacteria condensation, acid rain or contamination;
4. Actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
5. Manufacturing, commercial or farming purposes or the renting or leasing of land to others;
6. The insured's business operations. In consideration of the premium charged, it is stated and agreed the Legal Liability will only apply to claims arising from the Personal Use or Occupancy of the premises described on the Declarations Page;
7. The cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other substance falling within Schedule II of the Narcotic Control Regulations under the Controlled Drugs and Substances Act, 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 judgment, which is within the amount of Insurance of Coverage "E";
4. Premiums for appeal bonds required in any insured lawsuit involving you and bonds to release any property that is being held as security, up to the amount of Insurance, but we are not obligated to apply for, or provide these bonds;
5. Expenses which you have incurred for emergency medical or surgical treatment to others following an accident, or occurrence insured by this policy;
6. Reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

### Punitive Damages: We do not cover:

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

### COVERAGE "F" – VOLUNTARY MEDICAL PAYMENTS

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

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

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

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



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

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

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

Someone authorized to act on behalf of the injured person may give proofs and authorizations.

#### **COVERAGE "G" - VOLUNTARY PROPERTY DAMAGE**

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 intentionally, 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 Claim 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 Declarations Page.

We reserve the right to cash settle or 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 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.

#### **CONDITIONS**

##### **Notice of Accident or Occurrence:**

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

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

##### **Co-operation:**

You are required to:

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

##### **Unauthorized Settlements-Coverage "E":**

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

##### **Action Against Us Coverage-"E":**

You shall not bring suit against us until you have fully complied with all terms of this policy, nor until the amount of your obligation to pay has been finally determined, either by judgment 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 Condition – Waiver:**

This condition applies to all sections of this policy.

We shall not be deemed to have waived any term or condition of this policy in whole or in part, unless our waiver is clearly stated and in writing, and is signed by a person authorized to do so. In addition, neither we nor you may be lawfully considered to have waived any term or condition of this policy by any act relating to the appraisal amount of a claim, delivery or completion of proof, or the investigation or adjustment of any claim under the policy.

##### **General Condition – Examination Under Oath:**

In the event of a loss, each of you may be required, after submission of the Proof of Loss, to submit to an examination under oath and to produce for examination all documents in your possession or control that relate to the application for insurance and Proof of Loss and you shall permit extracts and copies to be made. All will be at such reasonable place and time as is designated by us or our representative.

**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.

**SPECIAL LIMITATIONS****Watercraft You Own:**

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

If you own any motor or watercraft, larger than those stated above, you are insured only if they are shown on the Declarations Page. If they are acquired after the effective date of this policy, you will be insured automatically for a period of thirty days from the date of acquisition, or until expiry of the policy, whichever comes first.

**Watercraft You Do Not Own:**

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

- a) The watercraft is being used or operated with the owner's consent
- b) The watercraft is not owned by anyone included in the definition of "you" or "your" in Section II of the policy.

You are not insured for damage to the watercraft itself.

**Watercraft - Uses That Are Not Insured:**

In no event will there be coverage for loss or damage in the following situations:

1. watercraft used in any race or speed test;
2. watercraft used to carry passengers for compensation or hire;
3. watercraft used for business or commercial purposes;
4. watercraft you rent or lease to others;
5. watercraft used or operated without the consent of the owner, if you are not the owner

**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, including motorized scooters having more than two wheels specifically designed for the carriage of a person who has a physical disability.

**Vehicles You Do Not Own:**

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

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

You are not insured for damage to the vehicle itself.

**Vehicles – Uses That Are Not Insured:**

In no event will there be coverage for loss or damage when motor vehicles are used in the following situations:

1. To be used in any race or speed test;
2. To carry passengers for compensation or hire;
3. For business purposes;
4. To be rented or leased to others by you;
5. To use or operate a vehicle without the owner's consent when you are not the owner.

**Trailers:**

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

**Business and Business Property:**

You are insured against claims for bodily injury or damage to the property of others arising out of:

- a) Your work for someone else as a sales representative, collector, messenger or clerk, provided that the claim does not involve injury to a fellow employee;
- b) Your work as a teacher, provided the claim does not involve physical disciplinary action to a student or injury to a fellow employee;
- c) Activities, during the course of your trade, profession or occupation, which are ordinarily incidental to non-business pursuits;
- d) The temporary, or part time business pursuits of an insured person under the age of 21 years.

**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) Bodily injury, or property damage, which is also insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurance, regardless of exhaustion of such policy limits, or its termination;
- c) Your business, or any business use of your premises, except as specified in this policy or on the Declarations Page;
- 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; or,
  - 2) Any other person, at the direction of any person insured by this policy.
- f) The ownership, use or operation of any aircraft, or premises used as an airport or landing strip, or any necessary or incidental operations;
- g) The ownership, use or operation of any motorized vehicle, trailer, or watercraft, except those for which coverage is provided by this policy;

- h) 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

#### ADDITIONAL EXCLUSIONS:

The following endorsements apply to this policy:

##### **Terrorism Exclusion Endorsement:**

We do not insure: loss or damage caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism except for ensuring loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

##### **Data Exclusion Endorsement:**

We do not insure loss or damage caused directly or indirectly by data problem. Nor do we insure data.

However, if loss or damage caused by data problem results in the occurrence of further loss of or damage to property insured that is directly caused by fire, explosion, smoke, leakage from fire protective equipment or water damage, this exclusion does not apply to such resulting damage"

"We do not insure claims arising from:

- a) erasure, destruction, corruption, misappropriation, misinterpretation of data;
- b) erroneously creating, amending, entering, deleting or using data, including any loss of use arising from either a) or b),
- c) the distribution or display of data by means of an Internet Website, the internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of data."
- d) the cost of gathering, assembling or recreating any information or data or writing a program. Business records are not covered.

Under "Definitions", the following definition is added:

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

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

##### **Date Related Events – Restrictions on Coverages:**

Agreement:

The following exclusion is applicable to all coverages included in your policy and its endorsements.

We do not cover loss or damage caused directly or indirectly by the failure of any:

- electronic system, electronic data processing equipment, or other equipment including micro-chips embedded therein;
- computer program, software, media or data;
- memory storage system or device;
- real time clock, date calculator, or
- any other related component, system, computer network, process or device:

to correctly read, recognize, process, distinguish, interpret or accept any encoded, abbreviated or encrypted date, time or combined date/time data or data filed. Any error, either in the original or modified data entry or programming, will be considered a failure.

This exclusion applies whether or not the failure occurs on your premises or elsewhere regardless of whether it involves your own property or that of a service supplier or utility. However, this exclusion will not apply to damage directly caused by fire, explosion, smoke or leakage from fire protective equipment, if covered.

Other Conditions that Apply:

All other terms and conditions of the policy to which this clause applies remains unchanged.

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

#### OPTIONAL EXTENSIONS OF COVERAGE

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

##### **Sewer Backup Clause**

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

We will not pay:

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

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

### **Residence Glass Deductible Endorsement**

The amount of the deductible shown in the Deductible Clause on the 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, or resulting from, an earthquake. Direct loss that follows an earthquake and is caused by fire, explosion or theft is only insured under Section I of this policy.

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

Earthquake Deductible: The deductible percentage shown on the 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 amount of earthquake insurance shown on the Declarations Page.

### **Personal Articles Endorsement**

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

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

We will pay the lesser of:

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

### **Loss or Damage Not Insured**

We do not insure:

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

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

- d) Wear and tear, rust or corrosion, wet or dry rot or mould, deterioration, defect or mechanical breakdown
- e) Vermin, birds, raccoons, skunks, rodents, including squirrels, rats and bats, and insects, including termites
- f) Domestic animals or pets
- g) Any nuclear incident, as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, nuclear explosion or contamination by radioactive material
- h) War, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power
- i) Any intentional or criminal act or failure to act by:
  - 1) any persons insured by this policy: or
  - 2) any other person at the direction of any person insured by this policy
- j) Electrical currents, other than lightning, which damages electrical devices or appliances. If, however, a fire results, we will pay for the fire damage
- k) Breakage of sports equipment
- l) Breakage of tools.

The following endorsements apply if listed on the Declarations Page:

#### **Breakage Coverage (Sports Equipment)**

Under "Loss or Damage not insured" of the Personal Articles Endorsement:  
Item "k)" is hereby deleted in its entirety.

#### **Breakage Coverage (Tools)**

Under "Loss or damage not insured" of the Personal Articles Endorsement:  
Item "l)" is hereby deleted in its entirety.

### **Special Conditions (Personal Articles Endorsement)**

Stamp and Coin Collections

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

**Newly Acquired Articles**

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

**Reinstatement**

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

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

**Fine Arts Endorsement**

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

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

We will pay the lesser of:

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

We insure the fine arts listed when shown as:

**Location Cover**

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

Or when shown as:

**Floating Cover**

Within Canada or the Continental United States of America.

Loss or damage not insured.

We do not insure:

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

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

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

**Newly Acquired Article**

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

**Packing Warranty**

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

**Reinstatement**

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

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

**Watercraft Endorsement**

**Definitions**

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

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

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

Trailer means the trailer shown on the Declarations Page.

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

**Insured Perils**

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

**Loss Or Damage Not Insured**

We do not insure:

1. Any property illegally acquired, kept, stored or transported
2. Any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire
3. Water skis or other water related sports equipment.

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

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

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

1. Wear and tear, scratching, denting, deterioration, mechanical defects or breakdown
2. Birds, vermin, rodents or insects
3. The intentional or criminal acts of, or the failure to act by:
  - a) any person insured by this policy, or
  - b) any other person at the direction of any person insured by this policy
4. Electrical current, other than lightning, which damaged electrical apparatus. If, however, a fire results, we will pay for the fire damage
5. Any process or work being performed where the damage results from such process or work
6. Any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material
7. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power.
8. The dishonesty of person whom the insured property is entrusted
9. Freezing, overheating, rust or corrosion

**When coverage Applies**

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

**Deductible Clause**

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

**Replacement Cost**

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

We will pay the lesser of:

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

**Actual Cash Value**

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

**Newly Acquired Articles**

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

**Territorial Limits**

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

**Other Insurance**

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

**Recovery**

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

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

### **Personal Computer Endorsement**

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

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

#### **Definitions of Terms**

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

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

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

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

#### **Property Insured**

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

#### **We do not insure:**

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

#### **Newly Acquired Property**

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

#### **Insured Perils**

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

#### **Loss or Damage Not Insured**

##### **We do not insure:**

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

##### **We do not insure loss or damage caused by:**

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

#### **Deductible Clause**

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

#### **Basis of Claim Settlement**

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

##### **We will pay the lesser of:**

1. The cost to repair the item with material of similar kind, or
2. The cost to replace the item with another item of similar kind, quality and usefulness, or
3. The applicable limit of insurance,

##### **Provided:**

- a) The property, at the time of loss, was usable for its original purpose and
- b) The loss or damage is repaired or replaced as soon as reasonable possible after it occurs.

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

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

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

### **Television-Satellite and Antenna Endorsement**

**Property Insured:** This form insures such television or radio sets and antennae (including satellite receivers) and attachments as are specifically described in the Schedule listed on the Declarations 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 Declarations 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 Declarations Page are insured only while at the location described.

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

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

**Loss or Damage Not Insured:**

This form does not insure:

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

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

5. Wear and tear, deterioration, defect or mechanical breakdown, rust or corrosion, extremes of temperature and wet or dry rot or mould
6. Electrical currents other than lightning unless fire or explosion follows and then only for the resulting damage
7. Any process or work being performed on the scheduled articles where the damage results from such process or work
8. Earthquake
9. Flood, surface water, spray, waves, tides, tidal waves, ice or water-borne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached
10. Rupture or bursting, backing up or escape of water from a sewer drain, sump, septic tank, eaves trough or downspout unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached
11. Seepage or leakage of water below the surface of the ground including through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other opening, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached
12. Your intentional or criminal acts
13. War, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power
14. Any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material.

**Installation Warranty:**

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

**Reinstatement:**

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

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

### **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 Declarations Page, we offer to pay the benefits described below if your employee suffers an injury or dies, as the result of an accident during the period of insurance while actually performing their duties for you, even though you are not legally liable for such injury. 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	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	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	50
Both eyes	100
8. Hearing of one ear	25
Hearing of both ears	100

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

Medical Expenses

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

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

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

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

Special Conditions:

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

SAMPLE