

Form #PPIS-1 - All Risks Storage Policy Agreement
(Rev. 13 September 2016)

AGREEMENT

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

SECTION I describes the insurance on your property:

SECTION II describes the insurance for your legal liability to others, because of bodily injury or property damage.

All amounts of insurance, premium and other amounts as expressed in this policy are in Canadian Currency.

SECTION I – PROPERTY COVERAGES

DEFINITIONS

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

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

“**Premises**” means the storage unit as indicated on the Declarations Page.

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

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

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

“**Vermin**” means any of various destructive wild animals.

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

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

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

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

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

PERSONAL PROPERTY WHILE IN STORAGE

We insure the your personal property while it is securely locked inside the storage facility listed on the Declarations Page.

Personal Property we do not insure:

We do not insure loss or damage to:

- a) Money or bullion;
- b) Securities;
- c) Numismatic property (such as coin collections);
- d) Manuscripts;
- e) Books of account, and evidences of debt or title;
- f) Jewelry, watches, gems, fur garments and garments trimmed with fur;
- g) Wine and spirits;
- h) Motorized vehicles or their accessories and equipment including spare equipment (except, lawn mowers, other gardening equipment or snow blowers, wheelchairs or scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability);
- i) Camper units, truck caps, trailers or their equipment,
- j) Aircraft or their equipment,
- k) Business Property including samples, goods held for sale, books, tools and instruments pertaining to a business.

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 page.

We insure:

1. Watercraft, their furnishings, equipment, accessories, trailers and motors up to \$1,000 in all.
2. Computer hardware up to \$2,000.
3. Computer software up to \$1,000 in all. We do not insure the cost of gathering or assembling information or data.
4. Garden type tractors, including attachments and accessories up to \$2,500 in all.
5. Audio and/or video recordings, in any format, up to \$3,000 in all.
6. Stamps and philatelic property (such as stamp collections) up to \$1,000 in all.
7. Silverware, meaning silverware, silver-plated ware, goldware, gold-plated ware and pewterware, up to \$2,500 in all.
8. Bicycles and bicycle parts and accessories, for not more than \$500 for any one bicycle. Maximum of \$2,000 in all.

9. Collections of autographs, sport, war or fantasy figure cards, sports memorabilia or comic books up to \$100 for any single article or \$1,000 in all.

INSURED 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 personal property while it is securely locked inside the storage facility indicated on the Declarations Page, except we do not insure loss as a result of:

1. Wear and tear, marring and scratching, gradual deterioration, vermin, rodents, mice, latent defect, mechanical breakdown, electrical or electronic breakdown or disturbance, inherent vice, extremes of temperature, dampness of atmosphere, mould or contamination.
2. caused by rust, corrosion, wet or dry rot, fungi or spores, bacteria condensation, acid rain or contamination;
3. The cost of making good faulty workmanship.
4. Loss or damage caused by any nuclear incident as defined in the Nuclear Liability Act, nor loss or damage caused by a nuclear explosion or nuclear contamination.
5. Loss or damage caused by war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power.
6. Loss or damage resulting from any intentional or criminal act or failure to act by:
 - a) Any person insured by this policy; or
 - b) Any other person, at the direction of any person insured by this policy.
9. Loss or damage to personal property while undergoing a process involving the application of heat but resulting damage to other property is insured
10. Loss or damage to property illegally acquired, kept stored or transported.
11. Loss or damage to property lawfully seized or confiscated, unless such property is destroyed to prevent the spread of fire.
12. Smoke from agricultural smudging or industrial operations.
13. 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
14. 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
15. 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
16. Loss or damage caused, howsoever caused, which results directly or indirectly from any Illegal Substance Activity. This exclusion will apply regardless of whether you are aware or unaware of such Illegal Substance Activity or whether you are able or unable to control such Illegal Substance Activity.
17. 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 ensuing 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.

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 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.

Replacement Cost

If, on the Declarations page, it is indicated that loss settlement shall be on a "Replacement Cost" basis, the following conditions apply.

If you repair or replace the damaged or destroyed property with materials of similar quality within 90 days after the loss, you may choose, as the basis of loss settlement, either (A) or (B) below: if the personal property is not replaced within 90 days after the loss, settlement will be as in (B) below.

- A. The cost of repairs or replacement (whichever is less) without the deduction for depreciation.
- B. The Actual Cash Value of the damage at the date of occurrence.

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.

Subrogation

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

SECTION II – LIABILITY COVERAGE - OWNERS', LANDLORDS' & TENANTS' LIABILITY COVERAGE RIDER Coverage for Designated Premises

The Insurer agrees, subject to the statements contained in the Declarations of the policy and the Liability Declaration (both of which are herein referred to as the Declarations), the liability definitions and liability insurance conditions attached to the policy and such additional Declarations, exclusions, limitations, conditions and other terms of this rider, as follows:

INSURING AGREEMENTS

I. Coverage A - Bodily Injury Liability

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as compensatory damages because of bodily injury arising out of the use of the insured premises and all operations necessary or incidental thereto.

Coverage B – Property Damage Liability

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as compensatory damages because of property damage caused by accident and arising out of the use of the insured premises and all operations necessary or incidental thereto.

II. Defence – Settlement – Supplementary Payments

As respects insurance afforded by this policy, the Insurer shall:

- (1) defend in the name and on behalf of the Insured and at the cost of the Insurer any civil action which may at any time be brought against the Insured on account of such bodily injury or property damage but the Insurer shall have the right to make such investigation, negotiation and settlement of any claim as may be deemed expedient by the Insurers;
- (2) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds;
- (3) pay all costs taxed against the Insured in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability;
- (4) pay expenses incurred by the Insured for such immediate medical and surgical relief to others as shall be imperative at the time of accident;
- (5) pay reasonable expenses incurred by the Insured at the Insurer's request in assisting the Insurer in the investigation or defense of any claim or suit, including actual loss or earnings not to exceed \$25.00 per day.

The amounts so incurred except settlement of claims or suits are payable in addition to the applicable limits of liability.

EXCLUSIONS

1. War, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. Terrorism, or by any activity or decision of a government agency or other entity to prevent, respond to or terminate terrorism. 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;
3. Personal 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 insurers regardless of exhaustion of such policy limits or its termination;
4. Your business or any business use of your premises;
5. The rendering or failure to render any professional service;
6. The ownership, use or operation of any aircraft or premises used as an airport or landing strip, and all necessary or incidental operations;
7. The ownership, use or operation of any motorized vehicle, trailer or watercraft;
8. The transmission of communicable disease by any person insured by this policy;
9. Personal injury, mental injury or anguish, death or property damage resulting directly from or in consequence, anticipated or not, of a deliberate 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;
10. Mycotoxins, allergens, pathogens or any substance, vapour or gas produced by, emitted by or arising out of any fungi or spore, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of fungi or spores;
11. Any direct or indirect form of alleged, threatened or actual sexual, physical, psychological and/or emotional abuse, molestation or harassment, by:
 - a. Any person insured by this policy;
 - b. Any person who is insured by this policy having knowledge of such an activity taking place;
 - c. Any person who is insured by this policy failing to prevent such an activity from taking place; or
 - d. Any person acting at the direction of any person who is insured by this policy;
12. Any spill, discharge or seepage, however caused, of a pollutant or contaminant, whether resulting damage is direct or indirect, nor for any cost incurred to clean up, monitor and test air, land or water;
13. 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; or
14. Any data problem, whether resulting damage is direct or indirect.
15. Damage resulting from the storage of any property or material that is prohibited in the storage agreement / contract.

EXCLUSIONS

Regardless of the number of (1) Insureds under this policy (2) persons or organizations who sustain bodily injury or property damage or (3) claims made or suits brought on account of bodily injury or property damage, the Insurer's liability is limited as follows:

Limits of Liability Coverage A

The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the Insurer's liability for all compensatory damages, including compensatory damages for care and loss of services, arising out of bodily injury sustained by one person in any one occurrence; the limit of such liability stated in the schedule as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the Insurer's liability for all compensatory damages, including compensatory damages for care and loss of services, arising out of bodily injury sustained by two or more persons in any one occurrence.

Limits of Liability Coverage B

The limit of property damage liability stated in schedule as applicable to "each accident" is the total limit of the Insurer's liability for all compensatory damages arising out of property damage, as the result of any one accident, or series of accidents arising out of one event.

Limits of Liability Coverages A and B

The inclusive limit of liability stated in the schedule as applicable to "bodily injury each occurrence property damage each accident" is the total limit of the Insurer's liability under Coverage A or B or Coverages A and B combined for all compensatory damages, including compensatory damages for care and loss of services, arising out of bodily injury in any one occurrence or property damage as a result of any one accident or series of accidents arising out of one event.

For the purpose of determining the limit of the Insurer's liability, all bodily injury arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means the premises designated in the schedule.

ADDITIONAL CONDITIONS

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.

No Benefit to Bailee: It is warranted by the insured that this insurance shall in no wise enure directly or indirectly to the benefit of any carrier or other bailee.

Pair and Set: In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are 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.

Sue and Labour: It is your duty in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. We shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

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.

SAMPLE