

**Form #TH-SH - Seasonal Tiny Home**  
(2 April 2024)

**Agreement**

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

**SECTION I** describes the insurance on your property:

**SECTION II** describes the insurance for your legal liability to others, because of bodily injury or property damage. All amounts of insurance, premium and other amounts as expressed in this policy are in Canadian Currency.

**SECTION I – PROPERTY COVERAGES**

**DEFINITIONS**

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

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

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

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

**“Household”** means a group of persons living together and sharing common living quarters. A separate suite is not considered to be in the same household, although your relatives might occupy it.

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

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

**“Tiny or Mini Home”** means a manufactured home that is less than 600 square feet or 55 square meters, on blocks or on a foundation, or leveling jacks with utilities connected, and while not in transit. The Tiny or Mini Home as described in the Declarations, must meet CSA, RVIA or NOAH standards, and is occupied by you as a seasonal dwelling. Short term rental occupancy is acceptable if stated in the Declarations.

**“Vacant”** means;

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

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

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

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

**COVERAGE “A” – TINY OR MINI HOME BUILDING**

We insure:

1. The tiny or mini home and attached structures;
2. Permanently installed outdoor equipment on the premises.
3. Outdoor swimming pools and attached equipment on the premises.
4. Materials and supplies located on, or adjacent to, the premises, intended for use in construction, alteration or repair of your tiny or mini 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 tiny or mini home by a clear space. If they are connected to the tiny or mini home by a fence, utility line or similar connection only, they are considered detached structures. If there is more than one such structure, the insurance granted by this extension shall cover each structure in the proportion that the value of each shall bear to the value of all at the time of loss.

**COVERAGE “C” – PERSONAL PROPERTY**

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

**Special Limits of Insurance**

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

We insure:

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

4. Bicycles, including their equipment and accessories up to \$300 in all on each bicycle;
5. Tools up to \$1,000 in all.

#### Property Excluded:

We do not insure loss or damage to:

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

#### INSURED PERILS

##### Specified Perils

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

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

We do not insure loss or damage:

- i) caused by continuous repeated seepage or leakage;
- ii) to the system or appliance caused by rust or corrosion;
- iii) to public water mains, outdoor swimming pools or equipment attached;
- iv) occurring while the tiny or mini home is under construction or vacant;
- v) caused by freezing which occurs during the usual heating season if you have been away from your premises for more than 4 consecutive days. However, if you have arranged for a competent person to enter your tiny or mini home daily to ensure that heating was being maintained or if you had shut off the water supply and had drained all the pipes and appliances, you would still be insured.
- vi) caused by rupture, backing up or escape of water from a sewer, storm drain, sump or septic tank.

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

8. Windstorm or Hail. This does not include loss or damage to your personal property or improvements or betterments within your tiny or mini home or to the interior of your tiny or mini home caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the tiny or mini home.

We do not insure damage:

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

##### Loss or Damage Not Insured

We do not insure:

1. Loss or damage occurring after your tiny or mini home has, to your knowledge been vacant for more than 30 consecutive days;
2. Laws or increased costs of repair due the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
- 3.. Loss or damage caused by wear and tear, gradual deterioration or inherent vice.
- 4.. Loss or damage caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutant;

5. Loss or damage caused by snow slide, earthquake, landslide or any other earth movement unless a fire or explosion results, in which case we will insure on that portion of the damage caused by these perils;

**DEDUCTIBLE**

We are responsible only for the amount by which the loss or damage, caused by any insured peril exceeds the amount of the deductible shown on the Declarations Page in any one occurrence.

**BASIS OF CLAIM PAYMENT**

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

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

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

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

**Actual Cash Value or Replacement Cost.****Actual Cash Value**

We will pay whichever is the least of:

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

We will pay for no greater proportion of any loss than the amount bears to 90% of the actual cash value of the property. If this policy insures two or more items, this condition shall apply to each item separately. We may take over salvage if we wish.

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

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

If necessary, you must help us verify the damage.

**Replacement Cost**

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

**Tiny or Mini Home Dwelling Building and Detached Private Structures:** If you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy, constructed with materials of similar quality, within a reasonable time after the loss or damage, you may choose, as the basis of loss settlement, either (A) or (B) below: or, otherwise settlement will be as in (B).

- A. The cost of repairs or replacement (whichever is less) without the deduction for depreciation, in which case we will pay in the proportion that the applicable amount of Insurance bears to 90% of the replacement cost of the damaged building at the date of damage but not exceeding the actual cost incurred.
- B. The Actual Cash Value of the damage at the date of occurrence.

In determining the cost of repairs or replacement under (A) or the amount payable under (B) above, we will pay, or include, the increased costs of repair or replacement, due to the operation of any law regulating zoning, demolition, repair or construction of buildings and their related services. However, we will not be liable for more than the least of:

- a) 15% of the limit shown under Coverage "A"
- b) The replacement cost of that part of the property damaged, for equivalent construction, and use on the same premises: or
- c) The amount actually and necessarily spent to repair or replace the damaged property at another location, if any ordinance or law regulating the construction, repair or demolition of the building prohibits replacement on the same premises.

This extension will not increase the limit of insurance shown under Coverage "A" on the Policy Declarations.

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

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

**The replacement cost basis of settlement does not apply to:**

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

**If you do not Repair or Replace**

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

**EXTENSIONS OF COVERAGE****Debris Removal**

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

### **Removal of Property**

If you must remove insured property from the premises to protect it from loss or damage, it is Insured by this policy for 7 days or until your policy term ends, whichever is first. The amount of insurance will be divided in the proportion that the value of the property removed bears to the value of all the property at the time of loss.

### **Loss of Rents**

We insure the loss of rents and the loss of rental value of the premises situated at the address stated on the Declarations page for an amount not exceeding 20% of the limit of insurance on the dwelling building should the premises become uninhabitable as a direct result of the Perils Insured Against.

We do not cover loss due to cancellation of a lease or agreement.

We will pay the lesser of:

1. The loss of rents and/or rental value for the period that would be required, with the exercise of diligence and promptness, to repair, replace or rebuild the damage, to a maximum of 12 months;
2. The limit of insurance (20% of the limit for dwelling building).

This coverage is in addition to the amount of insurance on the dwelling building.

### **SPECIAL CONDITIONS**

#### **Permission Granted**

You are allowed to:

1. Make alterations, additions or repairs to the tiny or mini home
2. Keep and use coal, oil, fuel oil, liquefied petroleum gas, gasoline, benzene, naphtha or similar materials for normal use.

#### **Insurance under more than one policy**

If you have insurance on specifically described property, our policy will be considered excess insurance, and we will not pay any loss or claim until the amount of such other insurance is used up. In all other cases our policy will pay its ratable proportion of the loss or claim.

## **SECTION II – LIABILITY COVERAGE**

In consideration of the premium stated in the Declarations Page, and subject to the items, provisions, and conditions thereof:

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

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

#### **Definitions (applicable to Section II)**

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

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

**“Business property”** means property, on which a business is conducted, property rented, in whole or in part to others, or held for rental.

**“Legal liability”** means responsibility which a court recognizes and enforces between persons who sue one another.

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

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

**“Residence Employee”** means a person employed by you to perform duties concerning the maintenance or use of the insured premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include persons while performing duties concerning your business.

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

**“Tiny or Mini Home”** means a manufactured home that is less than 600 square feet or 55 square meters, that meets CSA, RVIA or NOAH standards, as described in the declarations, and occupied by you as a seasonal dwelling. Short term rental occupancy is acceptable if stated on the Declarations.

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

**“You” and “your”** in this section have the same meaning as in Section I. In addition, the following persons are insured:

1. Any person or organization legally liable for damages caused by watercraft, or animal owned by you, and to which this insurance applies. This does not include anyone using or having custody of the watercraft or animal in the course of any business or without the owner's permission
2. A residence employee while performing duties in connection with the ownership, use or operation of motorized vehicles and trailers for which coverage is provided by this policy

3. Your legal representative having temporary custody of the insured premises, if you die while insured by this policy, for legal liability arising out of the insured premises
4. Any person who is insured by this policy at the time of your death and who continues residing on the insured premises.

#### **Coverage**

This insurance applies to accidents or occurrences which take place during the period this policy is in force.

The amounts of insurance are shown on the Declarations Page. Each person insured is a separate insured but this does not increase the limit of insurance.

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

#### **Coverage "E" – Legal Liability**

We will pay all sums, which you become legally liable to pay as compensatory damages, because of unintentional bodily injury or property damage.

The amount of insurance shown on the Declarations Page is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrences regardless of the number of insured, against whom the claim is made or action is brought.

Defense, Settlement, and supplementary payments are in addition to the limit of insurance.

#### **You are insured for claims made against you from:**

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

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

- a) The ownership, use or operation of any motorized vehicle, trailer or watercraft
- b) Damage to other property you own, use, occupy or lease
- c) Damage to personal property of fixtures because of work done on them by you or anyone on your behalf.
- d) Liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract
- e) The personal actions of a named insured who does not reside on the premises described on the Declarations Page
- f) Bodily injury to you or to any person residing in your household other than a residence employee;
- g) Sexual, physical, psychological or emotional abuse, discrimination, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment;
- h) Actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
- i) The cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other controlled substance regulated by the government, regardless of whether you are aware or unaware of such activity;

#### **Defense, Settlement, Supplementary Payments**

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

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

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

#### **COVERAGE "F" – VOLUNTARY MEDICAL PAYMENTS**

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

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

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

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

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

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

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

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

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

#### **COVERAGE "G" - VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY**

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

**You are not insured for claims:**



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

#### **Basis of Payment**

We will pay whichever is the least of:

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

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

We may take over salvage if we wish.

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

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

If necessary, you must help us verify the damage.

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

#### **SPECIAL CONDITIONS**

**Motorized Vehicles-Vehicles you own:** You are insured against claims arising out of your ownership, use or operation of any of the following, including their trailers or attachments:

- a) Self-propelled lawn mowers, snow blowers, garden type tractors of not more than 25 hp., used or operated mainly on your premises, provided they are not used for compensation or hire
- b) Motorized golf carts while in use on a golf course
- c) Motorized wheelchairs.

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

**Business and business property:** You are insured against claims arising out of the use of part of your residence, by you, for incidental office, school or studio occupancy.

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

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

**Co-operation:** you are required to:

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

**Unauthorized Settlements-Coverage "E":** you shall not, except at your cost, voluntarily make any payment, assume any obligations, or incur expenses, other than first-aid expenses necessary at the time of the accident.

**Action Against Us Coverage-"E":** You shall not bring suit against us until you have fully complied with all terms of this policy, nor until the amount of your obligation to pay has been finally determined, either by judgement against you, or by an agreement which has our consent.

**Action Against Us-Coverage "F" of "G":** You shall not sue us until you have fully complied with all terms of this policy, nor until 60 days after the required Proof of Loss Form has been filed with us.

**Insurance Under More Than One Policy:** If you have other Insurance which applies to a loss or claim, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other Insurance is used up.

#### **GENERAL POLICY EXCLUSIONS**

You are not insured for claims arising from:

- a) War, invasion, act of foreign enemy, hostilities, civil war, rebellion, insurrection or military power:
- b) Any nuclear incident, as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, nuclear explosion or contamination by radioactive material
- c) Your business, or any business use of your premises, except as specified in this policy:
- d) The rendering, or failure to render any professional service:
- e) Bodily injury or property damage caused by any intentional or criminal act, or failure to act, by
  - 1) Any person insured by this policy of:
  - 2) Any other person, at the direction of any person insured by this policy.
- f) The ownership, use or operation of any aircraft, or premises used as an airport or landing strip, or any necessary or incidental operations
- g) The ownership, use or operation of any motorized vehicle, trailer, or watercraft
- h) The transmission of communicable diseases by any person insured by this policy.
- i) a) the failure of any computer to operate, or the failure, malfunction or inadequacy of any computer or other equipment, including embedded microchips, computer program or software to correctly read, recognize, process, distinguish, interpret or accept any date, time, or combined date/time data filed. Such failure shall include any error in original or modified data entry or programming.

- b) any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you, or for you, to determine, rectify or test for any potential or actual problems described in a) of this exclusion.
- j) a) erasure, destruction, corruption, misappropriation, misinterpretation of data,  
b) erroneously creating, amending, entering, deleting or using data,
- k) any claim that arises directly or indirectly, in whole or in part, out of Terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism. This exclusion applies regardless of any contributing or aggravating cause or event that contributes concurrently or in sequence to the claim.

#### ADDITIONAL POLICY CONDITIONS

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

#### OPTIONAL EXTENSIONS OF COVERAGE

##### Agreement

The following is an optional coverage under this policy. The Declaration Page shows which, if any, optional coverages you have purchased.

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

##### Earthquake Damage Assumption Endorsement

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

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

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

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

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

##### Earthquake Deductible

The deductible percentage shown on the Declarations Page is the percentage that will be applied to the amount of earthquake insurance if an earthquake loss occurs. It will be applied separately to Coverage "A"- Tiny or mini Home, Coverage "B" – Detached Private Structures and Coverage "C"- Personal Property.

Deductible Clause: We are responsible only for the amount by which the loss or damage exceeds the deductible percentage as shown on the Declarations Page. The amount of the deductible shall be that percentage applied to the total limits of insurance shown on the Declarations Page.