

Form #900-E (Rev. April 2020)
Standard Schedule of Endorsements and Exclusions

This document contains the following endorsements and clauses which apply to the attached policy:

- Property Usual to Home Clause
- Property of Others Restriction Clause
- Several Liability Clause
- Amendment to Specific Limits Endorsement
- Seepage / Leakage Endorsement
- Illegal Substance Endorsement
- Marijuana Exclusion
- Acreage Endorsement
- Punitive Damages Endorsement
- Property Cyber and Data Exclusion
- Terrorism Exclusion
- Biological, Chemical, Radioactive or Nuclear Terrorism Exclusion Endorsement
- Residential Absolute Mould Exclusion
- Pollution and/or Contamination Exclusion Clause NMA2340
- Debris Removal Endorsement
- Premium Earning Clause
- Asbestos Exclusion
- Communicable Disease Endorsement – LMA5393

THE CLAUSES OR ENDORSEMENTS IN THIS DOCUMENT SUPERSEDE THE POLICY LANGUAGE. THESE CLAUSES AND ENDORSEMENTS LIMIT OR EXCLUDE COVERAGE UNDER THE ATTACHED POLICY. ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNALTERED.

PLEASE READ THESE CLAUSES AND ENDORSEMENTS CAREFULLY. CONTACT YOUR AGENT IMMEDIATELY IF YOU DO NOT UNDERSTAND THE IMPLICATIONS OF THE LANGUAGE CONTAINED IN THEM.

PERSONAL PROPERTY USUAL TO HOME CLAUSE

It is hereby agreed and understood that where the attached policy extends to cover Personal Property or Contents of the insured dwelling, it shall only cover Personal Property you own, wear, or use, which are usual to the ownership of a household.

PROPERTY OF OTHERS RESTRICTION CLAUSE

It is hereby agreed and understood that where the attached policy may extend to cover property of others, it will only cover that property of others that is not insured elsewhere.

SEVERAL LIABILITY CLAUSE

The subscribing insurers' obligation under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscription. The subscribing insurers are not responsible for subscription of any co-subscribing insurers who for any reason does not satisfy all or part of its obligations.

AMENDMENT TO SPECIFIC LIMITS ENDORSEMENT

In addition to the Specific Limits of Insurance noted under Personal Property, the following categories of personal property are also subject to the specific limits of insurance shown below for any insured peril. These are the total limits for all property included in each category.

These limits do not increase the limit of insurance shown on the Declarations page for Personal Property.

For any one loss, the most we will pay is:

\$500	Tapes, discs, records or other media, while in or on motor vehicles, watercraft or aircraft.
\$1,400	Property in or on a motor vehicle, \$2,500 if you are away from home for at least two consecutive nights.
\$3,000	Audio and/or video recordings, in any format.
\$3,000	Tractors, lawn mowers, and similar equipment.
\$2,500	Golf carts.
\$5,000	Hand tools, power tools, tool accessories, and similar equipment.
\$1,000	Firearms and related items.
\$2,500	Musical instruments and accessories.
\$500	Cigarettes, Tobacco, and Alcohol.

SEEPAGE / LEAKAGE ENDORSEMENT

We do not cover loss or damage caused by water which enters your dwelling through an opening which has NOT been created suddenly and accidentally by an Insured Peril.

ILLEGAL SUBSTANCE ENDORSEMENT

Damage caused due to cultivating, harvesting, processing, manufacturing or distributing illegal substances is not covered by your property policy. Cultivating illegal substances, as identified in the Schedule of the Controlled Drugs and Substances Act and Narcotic Control Regulations, is an illegal and destructive activity.

MARIJUANA EXCLUSION

Property

We do not cover loss or damage to 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 (other than for personal recreational use and within regulation guidelines), regardless of whether you are aware or unaware of such activity.

Liability

You are not insured for claims arising directly or indirectly, in whole or in part, from 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 (other than for personal

recreational use and within regulation guidelines), regardless of whether you are aware or unaware of such activity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

ACREAGE ENDORSEMENT

It is warranted that no building or outbuilding insured by this policy shall, throughout the term of this policy, be used for the raising or keeping of live stock or poultry for commercial purposes.

This policy does not cover any liability arising out of manufacturing, commercial or farming purposes or the renting or leasing of land to others.

PUNITIVE DAMAGES ENDORSEMENT

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.

PROPERTY CYBER AND DATA EXCLUSION – LMA5401 (11 November 2019)

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 Loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

TERRORISM EXCLUSION

Terrorism / Property Insurance

We do not cover loss, damage or expense 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.

Such loss, damage or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage or expense.

This exclusion does not apply to loss or damage to property, which results directly from fire or explosion.

Terrorism / Personal Liability Insurance

You are not insured for claims arising 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 other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

“**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) and/or instilling fear in the public or a section of the public.

BIOLOGICAL, CHEMICAL, RADIOACTIVE OR NUCLEAR TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, liability, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:.

- the use of biological, chemical, radioactive and/or nuclear materials or weapons or force or contamination and/or the threat thereof.

This endorsement also excludes loss, liability, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

RESIDENTIAL ABSOLUTE MOULD EXCLUSION

THIS EXCLUSION ELIMINATES ABSOLUTELY ANY COVERAGE UNDER ANY CIRCUMSTANCE FOR "MOULD", AS THAT TERM IS DEFINED BELOW. IT REPLACES ENTIRELY ANY PART OF THE POLICY OR ENDORSEMENTS THAT SAYS THERE IS COVERAGE FOR "MOULD".

1. Definition of "Mould"

The term "Mould" in this exclusion means one or more of the following items: (i) any growth produced on damp or decaying matter or on living cells; (ii) any fungus, including all moulds, rusts, mildews, mushrooms and yeasts; (iii) any matter growing or grown on a surface of the property that you did not intend to grow there; or (iv) any matter on or in the insured property that poses a health hazard to occupants or other persons.

2. Exclusion of "Mould"

- a. This policy does not insure any loss, damage, claim, cost, expense, sum or other obligation involving "Mould".
- b. If any person or entity claims in any way that you are legally liable because of "Mould", this policy does not insure or provide a defense on any basis.

3. Scope of Exclusion

This exclusion is absolute. It applies without exception to any and all circumstances.

- a. With respect to your insured property, this exclusion applies whether there has been any physical loss or damage to insured property. It applies whether any insured peril or cause – including water damage – contributes concurrently or in any sequence to the "Mould". It applies whether "Mould" precedes or follows after another event. It applies whether "Mould" is visible or hidden. And it applies to every action taken, whether voluntary or not.
- b. With respect to your liability to others, this exclusion applies to every kind of potential or actual liability, whether for bodily injury, property damage, medical payments or otherwise. It applies whether there has been any suit or other demand made on you. And it applies whether the potential or actual liability is to pay, monitor, clean up, remove, or take some other action.

POLLUTION AND /OR CONTAMINATION EXCLUSION CLAUSE NMA2340

U.S.A. & Canada Land, Water, and Air Exclusion

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- any loss, damage, cost or expense, or
- any increase in insured loss, damage, cost or expense, or
- any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

- 1) In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as 'Damage or Destruction'), this Policy also insures, within the sum insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;
 - (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
 - (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
- 2) In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):

- (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of CAD 25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
- (b) the amount of such costs or expenses as limited in (a) above shall be added to:
 - (i) the amount of the Damage or Destruction; and
 - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

PREMIUM EARNING CLAUSE

It is hereby understood and agreed that:

When the insured has a history of cancellation for non-payment of premium (with the current carrier or prior carriers in the last 5 years), any request for cancellation of this policy for non-payment, will deem the premium fully earned and no refund will be given.

ASBESTOS EXCLUSION

This policy does not insure any loss, injury, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to asbestos.

This exclusion applies regardless whether there is

- (i) any physical loss or damage to insured property;
- (ii) any insured peril or cause, whether or not contributing concurrently or in sequence;
- (iii) any loss of use, occupancy, or functionality; or
- (iv) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

COMMUNICABLE DISEASE ENDORSEMENT – LMA5393 – 25 March 2020

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.