



HOMEOWNERS COMPREHENSIVE FORM

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HOMEOWNERS COMPREHENSIVE FORM

IMPORTANT

This policy contains a clause which may limit the amount payable.

The terms “we”, “us” and “our” when used in this form refer to Definity Insurance Company.

The terms “you” and “your” when used in this form mean an “insured” as defined under Part I, except as otherwise indicated under Part II.

YOUR POLICY

In exchange for the payment of premium, we agree to provide the insurance set out in your policy.

Your policy consists of this form, the Coverage Summary which contains information that is unique to your insurance policy and which indicates the coverages you have purchased, and any other forms described on the Coverage Summary Page(s).

This form is divided into different parts which explain the coverage available under your Policy. Each part is subject to exclusions and limitations:

PART I: Property Coverages

This part sets out the insurance for structures on your “premises”, including your “dwelling” building, contents of these structures, and other personal property.

PART II: Liability Coverages

This part sets out insurance available when the people insured by this policy may be found liable to others for unintentional bodily injury or property damage, including associated legal expenses.

PART III: Conditions

This part details your rights and obligations under this policy, and in the event of a loss or claim.

PART IV: Definitions

This part sets out the expanded meanings of certain terms and phrases that appear throughout the policy in quotation marks.

YOUR RESPONSIBILITIES AND OBLIGATIONS

Please ensure that you read and understand this policy. Your insurance broker can assist you with any questions and explain your policy coverage in detail.

This policy is a legal contract of insurance. It is subject to certain conditions and obligations. The policy conditions are detailed under Part III – Conditions.

Your Obligation to Notify Us

We have issued this policy to you based on our acceptance of the information provided in your application for insurance.

You must report to us any change in circumstances or other information which may affect our decision to continue to insure you for the same premium, subject to the same terms, or at all. Your failure or neglect to meet this obligation may result in a loss of coverage. Please refer to the Statutory Conditions under Part III - Conditions for additional information on your obligation to notify us.

Examples of information which may be important to us include, but are not limited to:

- Any change in the information detailed in your initial insurance application, and/or which you provided to “us” in order to obtain this policy
- A criminal conviction rendered against an “Insured”
- Your “premises” becomes “vacant”, whether temporarily or for an extended time
- You rent all or part of your “premises” to others for more than 30 calendar days per year, whether consecutive or not
- Any “business” or commercial activity on your “premises”
- You undertake major renovation or construction on the “premises”
- You change your heating equipment, or add a wood stove or other auxiliary heating device.
- Your mortgage is renewed with a different lender, or an additional mortgage is obtained
- You acquire an item of exceptional value, subject to the Special Property Limits set out under Part I – Basis of Claim Payment – Special Property Limits.

If you are uncertain whether to notify us, you should speak to your insurance broker.

PART I – PROPERTY COVERAGES

1.1 - WHAT IS INSURED

Coverage A – Dwelling

We insure:

1. the “dwelling” and attached structures, not including “Detached Private Structures”;
2. permanently installed outdoor equipment on the “premises”;
3. outdoor swimming pool 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 the “dwelling” or “detached private structure” on the “premises”;
5. Building fixtures and fittings temporarily removed from the “premises” for repair or seasonal storage.

Coverage B – Detached private structures

We insure “Detached Private Structures” on the “premises” not insured under Coverage A – Dwelling.

Coverage C — Personal property

We insure:

1. the contents of the “dwelling” and, while on the “premises”, other personal property you own, wear or use which is usual to the ownership or maintenance of the “premises”.
2. Your personal property while it is temporarily away from your “premises”, anywhere in the world. However, personal property normally kept at any other location you own, rent or occupy is not insured.
3. If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a “residence employee” travelling for you.
4. the personal property of any student insured by this policy, who is temporarily residing away from home for the purpose of attending a school, college or university.
5. The personal property of your parent, or a person for whom you exercise legal guardianship, who is residing in a long-term care home.

Coverage D – Extra expenses after a loss

If, as a result of insured loss or damage, you are unable to occupy the “dwelling”, we will insure any reasonable and necessary increase in your household living expenses, including moving expenses, to allow you to maintain a similar standard of living.

If, as a result of insured loss or damage, any part of the “dwelling” or “Detached Private Structures” rented to others is rendered unfit for occupancy by them, we will pay the “fair rental value”.

These payments will continue until the earliest of:

- A reasonable amount of time has elapsed to permit you to repair or rebuild the damaged property to a state that would permit occupancy;
- You have become permanently settled elsewhere; or
- If you are eligible to receive actual cash value only for a claim under Coverage A – Dwelling, one year after the date of loss or damage.

If the “premises” is occupied on a seasonal basis, your entitlement under this coverage is limited to the “fair rental value” of the “premises” for a maximum of thirty days per policy period.

1.2 - WHAT IS NOT INSURED

The following property is not insured:

1. Buildings or structures used primarily for “business” or “farm” purposes, with the exception of a building used only as a home office.
2. Personal property used primarily for “Business” or “farm” purposes, except as otherwise specified in this policy.
3. The contents of the “premises” which are owned by tenants, or “roomers or boarders” who are not related to you.
4. property at any fairground, exhibition or exposition for the purpose of exhibition, trade or sale;
5. any property illegally acquired, kept, stored, transported, or subject to forfeiture;
6. evidences of debt or title;
7. “data”, except as otherwise specified in this policy;
8. cryptocurrencies;
9. non-fungible tokens.
10. Motorized vehicles or their equipment except for:
 - a. Watercraft
 - b. Electric golf caddies;
 - c. Lawn mowers, snow blowers, other gardening equipment;
 - d. Tractors of 19kW (25 horsepower) or less;
 - e. Wheelchairs or medical scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
 - f. Electric bicycles and electric scooters with a maximum speed of 32 km/h or less on level ground;
 - g. electric vehicles intended for children with a maximum speed of 10 km/h on level ground;
11. camper units, truck caps, trailers, or their equipment;
12. aircraft or their equipment.
13. “Watermains”
14. Items grown for commercial purposes.
15. The personal property of others on the “premises” which is under your care, custody or control in exchange for a fee.
16. The part(s) of any building or structure requiring upgrades or improvements in consequence of the requirements of any law, by-law, regulation, or ordinance regulating the zoning, construction, repair or demolition of buildings or structures which prevents repair or replacement of the property substantially as it was before the occurrence of loss or damage.

1.3 - WHAT ARE YOU INSURED AGAINST

We insure against all risks of direct physical loss or damage to insured property, subject to the exclusions, limitations and conditions of this form.

1.4 - EXCLUDED CAUSES OF LOSS

We do not insure loss or damage:

1. caused directly, indirectly, or contributed to by the following events:
 - a. The intentional or criminal acts of:
 - i. Anyone insured by this policy; or
 - ii. Other people at the direction of anyone insured by this policy.

This exclusion applies only to the claim of a person:

- i. whose act or omission caused the loss or damage,
 - ii. who abetted or colluded in the act or omission, or
 - iii. who consented to the act or omission and knew or ought to have known that the act or omission would cause the loss or damage.
- b. Snowslide, earthquake, landslide or any earth movement. However, ensuing loss or damage from fire and explosion is covered.
- c. Flooding, which means:
 - i. The action of waves, tides, tidal waves, tidal waters, high waters, seiche, storm surge or tsunami, whether driven by wind or not;
 - ii. The escape of water from any natural or artificial body of water other than a swimming pool; or
 - iii. Spray from any of these.
- d. Shoreline ice build-up, or ice or waterborne objects, all whether driven by wind or not.
- e. The entrance of rain, sleet or snow or other natural precipitation entering through any part of a building or structure, unless through an opening created by an insured event that is not otherwise excluded. This exclusion does not apply to loss or damage to the interior of a building caused by "ice damming", provided water does not enter through a basement or foundation wall.
- f. The backing up or escape of water from a sewer, sump, interior floor drain or septic tank.
- g. Surface water or water below the surface of the ground, except from a swimming pool or public "watermain", which exerts pressure on or comes through sidewalks, driveways, foundations, walls, floors, doors or windows.
- h. Hail.
- i. Theft or attempted theft by any tenant, "roomer or boarder" or members of their household. However, ensuing loss or damage from fire and explosion is covered.
- j. Legal seizure or confiscation. However, destruction of such property to prevent the spread of fire is covered.
- k. Any nuclear incident as defined in the Nuclear Liability Act or any other law or statute. However, ensuing loss or damage from fire and explosion is covered.
- l. Contamination by radioactive material.
- m. Communicable disease.
- n. Smoke from agricultural smudging or industrial operations.
- o. Terrorism. However, ensuing loss or damage from fire and explosion is covered.
- p. War, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection, or military power.

Nor do we insure:

1. Loss or damage caused directly by continuous or repeated seepage or leakage of water.
2. Loss or damage caused directly or indirectly by birds, vermin, raccoons, insects, rodents, or bats, excepting damage to glass, or where loss or damage is concurrently and directly caused by a "specified peril".

3. Loss or damage caused directly or indirectly by animals owned by you, or in your care, custody or control, except where loss or damage is concurrently and directly caused by a “specified peril”.
4. Loss or damage caused directly by marring, scratching, abrasion or chipping, except where resulting from a “specified peril”, theft or attempted theft.
5. Loss or damage directly caused by rust or corrosion, wet or dry rot, fungi or spores, except where concurrently caused by an insured event that is not otherwise excluded.
6. Loss or damage directly caused by contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants. This exclusion does not apply to loss or damage:
 - a. Concurrently caused by an insured event that is not otherwise excluded; or
 - b. resulting from the sudden and accidental rupture, breakage or overflow of a domestic fixed fuel oil tank, apparatus or pipes.
7. Loss or damage directly caused by mechanical or electrical breakdown. This exclusion does not apply to resulting loss or damage.
8. Loss or damage directly caused by settling or expansion, contraction, moving, bulging, buckling, or cracking. This exclusion does not apply to loss or damage:
 - a. to building glass; or
 - b. Concurrently and directly caused by an insured event that is not otherwise excluded.
9. Loss or damage directly caused by wear and tear, deterioration, inherent vice or latent defect. This exclusion does not apply to resulting loss or damage, unless such resulting loss or damage is otherwise excluded.
10. The cost of making good faulty materials, workmanship or design. This exclusion does not apply to resulting loss or damage, unless such resulting loss or damage is otherwise excluded.

1.5 - EXCLUDED LOSS OR DAMAGE

We do not insure loss or damage to:

1. outdoor radio and T.V. antennae (including satellite receivers) and their attachments caused by windstorm, weight of ice, snow or sleet, or collapse.
2. the “dwelling” or “Detached Private Structures” while being moved or transported, where such loss or damage arises from the property being moved or transported.
3. personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
4. Personal property that is temporarily away from the “premises” from theft, seizure or conversion by a person who has been entrusted with care or control of the property and who asserts legal title or right of distraint.
5. Fragile or brittle articles due to chipping or breakage unless caused by:
 - a. a “specified peril”;
 - b. impact by land vehicle, watercraft or aircraft; or
 - c. theft or attempted theft.
6. Sporting equipment, where damage results from its use.

1.6 - CONTINGENT EXCLUSIONS

The following exclusions apply to limit coverage based on your use and occupancy of the “premises”.

However, even in the event you fail to fulfill the requirements of this part, these exclusions will not apply if you are able to demonstrate that loss or damage was not caused, contributed to, or aggravated by this failure. This in no way limits the requirements or effects of the Statutory Conditions applicable to this Policy, including in the event of any material non-disclosure or misrepresentation.

Freezing

We do not insure any loss or damage caused directly or indirectly or contributed to by freezing, unless it occurs within a heated part of the “dwelling” or “Detached Private Structures”, and when you are temporarily away for more than 7 consecutive days, one or more of the following requirements is also fulfilled:

- a. A reliable person enters the “dwelling” on at least a weekly basis to ensure that heating is maintained, or
- b. The water supply is shut off and all pipes and appliances are drained, or
- c. The heating system is connected to a heating alarm system which is monitored twenty-four hours per day by an alarm monitoring service.

Major Renovation or Construction

Unless we have agreed to apply a Major Renovation Permit, there is no coverage under this policy if:

- the occupants of the “dwelling” are not occupying the “premises” while the “dwelling” is under construction or renovation, for a period of five or more consecutive days or 20 or more days in any 30 day period;
- the “dwelling” is undergoing structural alterations affecting 50% or more of its living area; or
- an addition or extension is being added to the “dwelling” that will increase its living area by 25% or more.

If we have agreed to apply a Major Renovation Permit, there is no coverage under this policy for the following events of loss or damage:

- Vandalism or malicious acts, except where damage results from ensuing fire or explosion
- Water damage, except where damage results from a sudden event and is reported within 48 hours of its initial onset
- Glass breakage

Vacancy

If the “premises” is “vacant” for a period of more than 72 hours and for up to 30 days there is no coverage for the following events of loss or damage:

- Vandalism or malicious acts, except where damage results from ensuing fire or explosion
- Water damage, except where damage results from a sudden event and is reported within 48 hours of its initial onset
- Glass breakage

If the “premises” is “vacant” for a period of more than 30 days, there is no coverage under this policy unless we have agreed to apply a Vacancy Permit to the policy.

Use of Premises

The “premises” must be used for the purposes of the occupancy specified in the Coverage Summary. If there is a change in the use of the “premises”, you must immediately notify us of this change.

“Business” use of the “premises” is not permitted, except where part of the “premises” is used as a home office.

We do not cover any event of loss or damage arising from occupancy activities not permitted under this section, regardless of any other contributing cause.

1.7 - EXTENSIONS OF COVERAGE

The following extensions of coverage do not increase the amounts of insurance unless otherwise stated, and are subject to the terms, limitations and exclusions of this policy.

Outdoor Plants, Trees and Shrubs

We will pay up to \$10,000 for physical loss or damage to outdoor plants, shrubs and trees directly caused by fire, lightning, explosion, impact by land vehicle, watercraft or aircraft, riot, vandalism or malicious acts.

Moving to another Home

We insure your personal property while in transit to and at another location within Canada which is to be occupied by you as your principal residence. Coverage applies for 30 consecutive days commencing on the date personal property is removed from the “premises”, but not beyond the date the policy expires or is terminated. Any claim under this part must be reported to us no later than 60 days after its occurrence, regardless of when it is discovered.

Personal Property in Storage

We insure your personal property while stored in a warehouse. Coverage applies for 90 consecutive days commencing on the date personal property is removed from the “premises”, but not beyond the date the policy expires or is terminated. Coverage will continue beyond that date for the peril of theft only. Any claim under this part must be reported to us no later than 60 days after its occurrence, regardless of when it is discovered.

Credit or Debit Card, Forgery and Counterfeit Money

We will pay up to \$10,000 in total for any combination of the following coverages during the policy period regardless of the number of claims or the number of insureds sustaining loss:

- Your legal liability under Canadian Law because of the theft or unauthorized use of a credit or debit card issued to you or registered in your name;
- Loss to you caused by forgery or alteration of cheques, drafts, or other negotiable instruments;
- Loss by your acceptance, in good faith, of counterfeit Canadian or United States paper currency.

There is no coverage:

- If the loss is caused by any insured, a resident of the “premises” or by a person to whom you have entrusted your cards, cheques, drafts or negotiable instruments; or
- If you have not complied with all the terms and conditions under which your cards were issued.

No deductible will apply to this additional coverage

Fire Department Service Charges

We will reimburse you up to \$10,000 for fire department charges when a fire department is called to the “premises” to respond to an insured event. No deductible will apply to this additional coverage.

Lock Replacement

We will pay up to \$500 to replace or re-key, (whichever is less), the locks on the “Dwelling” if the keys are stolen. No deductible will apply to this coverage.

Reward Coverage

We will pay \$1,000 for information which leads to a conviction for burglary, robbery, theft, or arson in connection with loss or damage to property for which we have agreed to pay. This limit may increase the

limit otherwise applicable to loss or damage under this policy, but applies regardless of the number of persons providing information. No deductible will apply to this coverage.

Refrigerator and freezer food coverage

We will pay for a loss or damage to food while in a refrigerator or freezer located on your premises caused by electrical or mechanical breakdown of the refrigerator or freezer, or by power outage.

We will not pay for:

- Spoilage resulting from accidental or deliberate disconnection of electricity;
- Improper wrapping, packing or handling of the food; or
- Natural spoilage of the food itself.

This coverage is not subject to a deductible

Debris Removal

We will pay the cost of removing the debris of insured property which results from loss or damage otherwise insured by this policy.

This coverage is subject to the limits of coverage and deductible applicable to Coverages A and B – Dwelling and Detached Structures, as set out below.

Prohibited Access

If a civil authority prohibits access to the “premises” as a direct result of physical loss or damage to neighbouring premises by a peril insured by this policy, we will pay your additional living expenses as provided under Coverage D – Expenses After a Loss, for a period of up to 30 days.

1.8 - BASIS OF CLAIM PAYMENT

Coverage A and B – Dwelling and Detached Private Structures

A claim for loss or damage to a damaged or destroyed “dwelling” or “detached private structure” will be paid on a replacement cost or actual cash value basis, as detailed below.

Where settlement on a Replacement Cost basis is not possible, you will be entitled to Actual Cash Value only.

Replacement Cost means:

We will pay the cost to repair or replace (whichever is less) the damaged or destroyed “dwelling” or “detached private structure” on the same location with a structure of the same size, use and occupancy, constructed with new materials of similar quality and function, without any deduction for depreciation, provided that:

- The “dwelling” is insured to 100% of its replacement cost value;
- If a building permit is required for repair or replacement, you obtain the necessary permit within one year from the date of loss or damage; and
- Repair or replacement is completed within two years from the date of loss or damage;

We will also pay the cost of demolishing any undamaged part of the structure necessary to effect repair or replacement of the whole.

Actual Cash Value means:

Settlement will be based on the actual cash value of the property at the time of loss or damage.

In determining actual cash value, factors which may be considered include but are not limited to market value, property condition, resale value, ordinary life expectancy, and functional obsolescence.

Coverage C – Personal property

A claim for personal property will be paid on a replacement cost or actual cash value basis, as detailed below.

You may receive replacement cost for all items of personal property except:

1. Articles for which their age or history substantially contributes to their value, such as memorabilia, antiques, souvenirs and collector's items;
2. Articles that cannot be replaced with new articles because of their inherent irreplaceability or value as unique items, such as works of art;
3. Property that has not been maintained in good or workable condition; or
4. Property that is no longer used for its original purpose.

You may elect payment on the basis of actual cash value initially, and later claim for the difference between the actual cash value and replacement cost basis within one year after the date of loss.

Where settlement on a Replacement Cost basis is not possible, you will be entitled to Actual Cash Value only.

Replacement Cost means

Replacement cost means the lesser of the cost of:

- Repairing the property with materials of similar quality and function; or
- New articles of similar kind, quality and usefulness;

at the time of loss or damage and without any deduction for depreciation.

For records, including books of account, drawings, or card index systems, we will pay the cost of blank books, pages, cards or other materials, and the cost of transcription. However, we will not pay the cost of gathering or assembling information or "data" for records.

For electronic media we will pay the cost of reproduction from duplicates or from originals of the previous generation of media. We will not pay the cost of gathering or assembling information or data for reproduction.

To receive replacement cost, you must replace lost or damaged property as soon as reasonably possible and no later than one year after the date of loss or damage.

Actual Cash Value means:

Settlement will be based on the actual cash value of the property at the time of loss or damage.

In determining actual cash value, factors which may be considered include but are not limited to market value, property condition, resale value, ordinary life expectancy, and functional obsolescence.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set, the amount of loss or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property consisting, when complete for use, of several parts, we will not pay for more than the insured value of the part lost or damaged, including the cost of installation.

Single Limit of Insurance

Coverage under this policy is subject to a single limit of insurance, which is the maximum amount that we will pay for any insured loss or damage in any one occurrence, and regardless of the number of persons making a claim.

The single limit of insurance is the sum of the individual amounts of insurance shown on the Coverage Summary for Coverage A: Dwelling; Coverage B: Detached Structures, Coverage C: Personal Belongings, and Coverage D - Extra Expenses After a Loss.

Where a Special Property Limit (as set out below) applies to any insured loss or damage, that limit shall apply to the extent of any such loss or damage, but any amounts paid in respect of such losses shall not increase the single limit of insurance.

Special Property Limits

The following property is insured only up to the limit specified below, except where another specific limit appears in the Coverage Summary.

Specialty Property Combined Limit

Loss or damage of the following personal property is insured up to a limit of \$10,000 inclusive of all such property and a maximum of \$3,000 per item of property, for any single occurrence of loss or damage:

- Bicycles, their equipment and accessories
- Computer software
- Golf carts, their furnishings, equipment and accessories, while in use on a golf course
- Personal property in a safety deposit box located at a financial institution
- Personal property located at a nursing home or a long-term care facility
- Watercraft, their furnishings, accessories, equipment, and motors
- Wine and spirits
- works of art, such as paintings, pictures, drawings, etchings, engravings, prints and lithographs, including their frames, sculptures, statuettes and assemblages, and hand-made rugs and tapestries

And, where loss or damage is caused by theft, attempted theft or mysterious disappearance:

- Collectibles, including but not limited to collectible cards, numismatic property, manuscripts, stamps and philatelic
- Jewellery, watches, gems, pearls and fur items
- Silverware

Other Special Property Limits

The following property is insured only up to the limit specified per category for any single occurrence of loss or damage:

Items	Limit
Books, tools and instruments pertaining to your business, profession or occupation while on the “premises”.	\$10,000
Money, bullion, or cash cards	\$500
Personal property ordinarily kept at your workplace	\$500
Securities	\$5,000
Spare automobile parts including related furnishings and equipment	\$2,500
Legal cannabis plants	\$250
Legal cannabis and cannabis derivatives (including but not limited to, product, equipment, & paraphernalia)	\$250

Policy Deductible

For any one occurrence of loss or damage which we have agreed to pay, we will pay only the amount which exceeds the amount of the deductible shown on the Coverage Summary, regardless of the number of persons making a claim.

If the claim involves property to which the Special Property Limits apply, these Limits apply to losses exceeding the deductible amount.

Multiple Deductibles

If more than one deductible amount applies to a claim arising out of a single occurrence of loss or damage, you will be required to pay only the highest deductible.

PART II – LIABILITY COVERAGES

All coverages under this part are subject to the COMMON EXCLUSIONS APPLICABLE TO PART II, found below, and the conditions under PART III of this policy.

COVERAGE E - PERSONAL LIABILITY

Insuring Agreement

1. We will pay all sums which “you” are legally liable to pay as “compensatory damages” because of unintentional “bodily injury” or “property damage” to which this insurance applies.
2. The maximum amount that we will pay for all “compensatory damages” in respect of one accident or occurrence is subject to the limit set out in the Coverage Summary.
3. “You” are insured for “your” legal liability arising out of your personal actions anywhere in the world, provided that:
 - a. If “you” are an “insured”, the “premises” are occupied by “you” as your principal residence, and
 - b. “You” are a natural person.

Otherwise, “you” are only insured for “your” legal liability arising out of “your” ownership, use, or occupancy of the “premises”.

4. This insurance applies to “bodily injury” or “property damage” only if:
 - a. The “bodily injury” or “property damage” occurs during the policy period; and
 - b. Prior to the policy period, “you” did not know that such “bodily injury” or “property damage” had occurred or was occurring.
5. We will defend any “action” seeking “compensatory damage” to which this insurance applies. However:
 - a. We will have no duty to defend “you” against any “action” seeking “compensatory damages” or other relief to which this insurance does not apply.
 - b. We have the right to select legal counsel, investigate, negotiate and settle any claim on “your” behalf.
 - c. We will pay only for the legal counsel that we select.
 - d. We will also pay:
 - i. All expenses which we incur;
 - ii. All costs levied against “you” in any “action”;
 - iii. Interest accruing after any judgment for “compensatory damages” to which this insurance applies, on that part of the judgment that is within the applicable limits of insurance;
 - iv. Expenses incurred by “you” for emergency medical treatment to others following an accident or occurrence to which this insurance applies;
 - v. “Your” reasonable expenses incurred at our request, including actual loss of income up to \$100 per day.
 - vi. premiums for appeal bonds required in any insured “action” and bonds to release any property that is being held as security. However, (a) the amounts we pay will be included within the limit of insurance, and (b) We are not obligated to apply for or provide these bonds.

The expenses we incur under this part are in addition to the limit set out in the Coverage Summary, unless otherwise specified.

Exclusions

This insurance does not apply to:

1. “bodily injury” or “property damage” that “you” have assumed under a contract or agreement. This exclusion does not apply to liability that “you”:
2. Would have in the absence of the contract or agreement.
3. Have assumed under a written contract or agreement in which “you” have assumed the liability of another person for “bodily injury” to others arising from the “premises”.
4. “Property damage” to property that is owned by any “insured” at the time that such “property damage” occurs.
5. “Bodily injury” to any “insured”.
6. “Property damage” to personal property or fixtures as a result of work done on them by “you” or anyone acting on “your” behalf.
7. “Property damage” to property used, occupied, leased or rented by or in the care, custody or control of any “Insured”. This exclusion does not apply to “property damage” to land or buildings owned by others and including their contents or fixtures, resulting from:
8. Fire or explosion;
9. Water damage, to the extent insured under Part I of this Policy;
10. Smoke from a sudden, accidental and faulty operation of any heating or cooking unit in or on the “premises”, but not smoke from fireplaces.

There are other exclusions which apply under all coverages under Part II. Refer to COMMON EXCLUSIONS APPLICABLE TO PART II, below.

COVERAGE F - VOLUNTARY MEDICAL PAYMENTS

Insuring Agreement

1. We will pay reasonable medical expenses if “you” unintentionally injure another person or if they are accidentally injured on the “premises”. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses. This coverage is available even if “you” are not legally liable.
2. We will only pay expenses incurred within one year from the date of the accident which caused the unintentional injury. The accident must occur during the policy period.
3. The maximum amount that we will pay is \$5,000 to any single person arising out of any one accident.

Exclusions

We will not pay expenses:

1. That are covered under any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract.
2. That are incurred in respect of any “insured”.
3. That are incurred in respect of any “Residence Employee”.
4. That are covered under any Workers' Compensation statute.

There are other exclusions which apply under all coverages under Part II. Refer to COMMON EXCLUSIONS APPLICABLE TO PART II, below.

COVERAGE G - VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

Insuring Agreement

1. We will pay compensation for unintentional physical damage to the property of others, caused by “you” or another “insured”. This coverage is available even if “you” are not legally liable.
2. We will only pay expenses incurred within one year from the date of the accident which caused the unintentional damage to property. The accident must occur during the policy period.
3. We will pay whichever is the least of:
4. The cost to repair the damaged property with materials of similar quality and function; or
5. The cost of new articles of similar kind, quality and usefulness; or
6. \$1,000 for any single occurrence.

Exclusions

This insurance does not apply to:

1. Damage to any property owned or rented by any “insured” or an “insured's” tenant;
2. Damage to any property insured under Part I of this Policy;
3. Claims resulting from the loss of use of property, without any physical damage.
4. Loss or damage resulting from mysterious disappearance or theft.

There are other exclusions which apply under all coverages under Part II. Refer to COMMON EXCLUSIONS APPLICABLE TO PART II, below.

COVERAGE H – VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

Insuring Agreement

We will pay the benefits described below if a “residence employee” is injured or dies accidentally while working for “you”, even though “you” are not legally liable.

In exchange for accepting an offer of these benefits, the “residence employee” 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 “residence employee’s” injury or death.

If the “residence employee” does not accept our offer or sues “you”, we may withdraw our offer, but this will not affect your liability insurance.

If requested, the “residence employee” must:

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

In case of death, we may require an autopsy before we make payment.

Exclusions:

This coverage does not apply to:

1. Any injury to a “residence employee” who was not performing employment duties for “you” when the accident happened.
2. Any hernia injury.

There are other exclusions which apply under all coverages under Part II. Refer to COMMON EXCLUSIONS APPLICABLE TO PART II, below.

Schedule of Benefits:

1. Loss of life

If “your” “residence employee” dies from injuries received in the accident within the following 26 weeks, we will pay:

- a. to those wholly dependent upon 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;
- b. actual funeral expenses up to \$500.

2. Temporary Total Disability

If “your” “residence 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.

3. Permanent Total Disability

If “your” “residence 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.

4. Injury Benefits

If, as a result of the accident, “your” employee suffers the loss of, or permanent loss of use of any of the following within 26 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.

We will not pay more than 100 weeks in total even if the accident results in loss from more than one item.

For loss of:

(a) One or more of the following:	
• Hand	100 Weeks
• Arm	
• Foot	
• Leg	
(b) One finger or toe	25 weeks
(c) One eye	50 weeks
or	
Both eyes	100 weeks
(d) Hearing in one ear:	25 weeks
or	
Hearing in both ears:	100 weeks

5. Medical Expenses:

If, as a result of the accident, “your” “residence employee” incurs medical expenses, including surgical, dental, hospital, nursing and ambulance expenses, within the following 26 weeks, we will pay up to a 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 expenses that are recoverable from other insurance plans.

COMMON EXCLUSIONS APPLICABLE TO PART II:

This insurance does not apply to claims arising from:

1. Intentional and Criminal Acts

Any intentional or criminal act or failure to act by:

- “You” or any “insured”; or
- any other person at the direction of “you” or any “insured”;

2. Watercraft, certain types

- The ownership, use or operation of any watercraft owned by any “insured”:
 - Having an outboard motor or motors of 18kW (24 HP) or more in total, when used with or on a single watercraft.
 - Having inboard or inboard-outboard motor of 38kW (50 HP) or more in total, or
 - That is more than 8 meters (26 feet) in length.

However, this exclusion does not apply to any watercraft that is:

- iv. Shown on the Coverage Summary, or
 - v. Newly acquired by any “insured”, for a period of 30 days from the date of its acquisition if no other insurance is available.
 - b. The use or operation of any watercraft not owned by an “insured” that is being used or operated without the owner’s consent.
3. Motorized Vehicles, certain types

The ownership, use or operation of any motorized vehicle or trailer.

However, this exclusion does not apply to:

- a. Self-propelled lawn mowers, snow blowers, and garden-type tractors of not more than 18 kW (50 HP)
 - b. Electric golf caddies;
 - c. lawn mowers, snow blowers, other gardening equipment;
 - d. Tractors of 19kW (25 horsepower) or less;
 - e. wheelchairs or medical scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
 - f. electric bicycles and electric scooters with a maximum speed of 32 km/h or less on level ground;
 - g. electric vehicles intended for children with a maximum speed of 10 km/h on level ground;
 - h. Trailers or their equipment, provided that the trailer is not attached to, carried on or being towed by a motorized vehicle that is subject to vehicle registration;
 - i. any self-propelled land vehicle, amphibious vehicle or air cushion vehicle designed primarily for recreational use off public roads and not owned by any “insured”, provided that:
 - i. It is not subject to vehicle registration;
 - ii. It is being used and/or operated with the owner’s consent;
 - iii. “You” are not using it for “business” purposes; and
 - iv. “You” are not using it in any race or speed test.
4. Business
- “Business” or “farm” pursuits or any use of the “premises” for “business” or “farm” purposes.
5. Professional Services
- The rendering or failure to render any professional services.
6. Abuse
- Any form of abuse, harassment or corporal or disciplinary actions or punishments, including the intentional or negligent failure to take steps to prevent these actions, by, at the direction of, or with the knowledge of any person insured by this policy.

7. Premises not Insured

“Your” ownership or rental of any land or building(s) that are not the “premises”. However, this exclusion does not apply to:

- a. “Bodily injury” which occurs entirely after “you” have ceased to own or rent the land or buildings from which the “bodily injury” arises.
- b. “Property damage” which occurs entirely after “you” have ceased to own or rent the land or buildings from which the “property damage” arises, resulting:
 - i. Directly from fire, explosion, or the sudden and accidental rupture or breakage of a heating, plumbing, sprinkler or air conditioning system or escape of water from such a system; or
 - ii. Directly or indirectly from the acts or omissions of a person not “insured” who was acting on “your” behalf.

8. Workers Compensation

Liability imposed upon or assumed by “you” under any workers’ compensation plan or statute.

9. Aircraft

The ownership, use or operation of

- a. any aircraft; or
- b. any landing facility for aircraft.

10. War Risks

War, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;

11. Terrorism

Terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate terrorism.

12. Data

The erasure, destruction, corruption, misappropriation, misinterpretation of data, including the distribution or display of data in any form.

13. Fungi or Spores

Any fungi, spores or bacteria, however caused, including any expenses incurred to assess or otherwise deal with or dispose of fungi, spores or bacteria. This exclusion applies regardless of any other contributing cause that contributes concurrently or in any sequence to the claim.

14. Communicable Disease

The transmission of a communicable disease.

15. Nuclear Incident

- a. Nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas.
- b. Contamination with radioactive material.

PART III – CONDITIONS

The following conditions determine your obligations under this Policy, and in the event of a claim. Your failure to comply with these conditions may result in a loss or denial of coverage. Where any part of this Policy imposes specific requirements applicable to coverage, the conditions below also apply.

3.1 - GENERAL CONDITIONS APPLICABLE TO PART I – PROPERTY COVERAGES

1. Subrogation

If we make any payment or assume any liability under this policy then we will assume all your rights of recovery against any person.

We will be entitled to bring an action in your name to enforce such rights. We will have carriage and control of any such litigation, whether the action is commenced by us or you, until the litigation has been completed. You will cooperate fully with us and with any lawyer we appoint to bring such action in your name.

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, the amount recovered will be divided between us and you in proportion to which the loss or damage has been borne by each.

2. Notice to Authorities

For any loss or damage that is known or suspected to have been caused by malicious acts, burglary, robbery, theft, or attempted theft, you must give immediate notice of such loss or damage to law enforcement agencies.

3. After Submitting a Proof of Loss

After sending us the Proof of Loss for a loss which may be insured under Section I in accordance with the requirements of Statutory Condition 6, we may require each insured to:

- Submit to an examination under oath;
- Provide us access to all documents in your possession or control related to the application of insurance;
- Provide us with all documentation in support of the Proof of Loss; and
- Permit extracts and copies of such documents to be made at a reasonable place and time designated by us.

4. Other Insurance

If you have other insurance or contracts containing indemnification clauses which apply to a loss or claim, or would have applied if this policy did not exist, our policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is exhausted.

In all other cases, we will pay our ratable proportion of the loss or claim under this policy.

3.2 - GENERAL CONDITIONS APPLICABLE TO PART II – LIABILITY COVERAGES

1. 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;
- c. the names and addresses of witnesses and potential claimants.

2. Co-operation

You are required to:

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

3. Separation of Insureds

Each “insured” is a separate “insured” but this does not increase the limit of insurance.

4. Unauthorized Settlements – Coverage E

You shall not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Action Against Us – Coverages F and G

You shall not bring suit against us until you have fully complied with all the terms of this policy, nor until 60 days after the required Proof of Loss Form has been filed with us.

6. Other Insurance

If any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.

3.3 - STATUTORY CONDITIONS

Coverage under this policy is also subject to the Statutory Conditions which are attached to this policy.

Applicable to all Canadian Provinces Except Quebec:

The Statutory Conditions apply to all coverages set out under Part I – Property Coverages.

Statutory Conditions 1, 3, 4, 5, 14 and 15 apply to all coverages set out under Part II – Liability Coverages.

3.4 - STANDARD MORTGAGE CLAUSE

This clause applies to the interest of the mortgagee as indicated on the Coverage Summary. It is hereby agreed that:

1. Breach of conditions by mortgagor, owner, or occupant

This insurance and every documented renewal thereof, as to the interest of the mortgagee only therein, is and will be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk;

Provided always that the Mortgagee will notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard that will come to his knowledge; and that every increase of hazard (not permitted by the policy) will be paid for by the Mortgagee— on reasonable demand from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance

2. Right of subrogation

Whenever the insurer pays the Mortgagee any loss award under this policy and claims that, as to the Mortgagor or Owner, no liability therefore existed, it will be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation will be limited to the amount of such loss payment and will be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and will thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

3. Other insurance

If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee, at law or in equity, then any amount payable thereunder will be taken into account in determining the amount payable to the Mortgagee.

4. Who may give proof of loss

In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

5. Termination

Applicable to all provinces in Canada except Quebec

The term of this mortgage clause coincides with the term of the policy; provided always that the Insurer reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.

Applicable to the province of Quebec only.

The term of this mortgage clause coincides with the term of the policy; provided always that the Insurer reserves the right to cancel the policy as provided by Articles 2477 and 2478 of the Civil Code of Quebec, but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without fifteen days' notice to the Mortgagee by registered letter.

6. Foreclosure

Should title or ownership to said property become vested in the Mortgagee and/or assigns as owners or purchaser under foreclosure, or otherwise, this insurance will continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

Subject to the terms of this mortgage clause (and these will supersede any policy provisions in conflict therewith, but only as to the interest of the mortgagee), loss under this policy is made payable to the Mortgagee.

In Witness Whereof, the Insurer has executed this policy as evidenced by the signature of the authorized representative of the Insurer.

The Coverage provided by the Policy is subject to the Statutory Conditions and/or Conditions of the Policy and Variations in Conditions of the province in which the subject matter of this Insurance is located.

(Where mortgage interest is on building(s) only, the standard mortgage clause printed above is applicable unless special mortgage clause attached)

Subject nevertheless to the conditions endorsed hereon and all the terms of this Policy.

3.5 - DECLARATION OF EMERGENCY

If a state of emergency is declared by a Canadian public authority that has a direct effect or impact on:

1. The Named Insured, or the insured location identified on the Coverage Summary located in the declared emergency area; or
2. The operations of the Insurer, its agent, or broker, located in the declared emergency area

Which substantially prevents or impairs access, communications, financial transactions, or the ability to place, renew or issue insurance, the termination or expiry of this Policy shall be extended as follows:

1. Any time limitation set out in the Termination condition of this policy will be suspended until the state of emergency ceases, plus the lesser of:
 - a. 30 days; or
 - b. The number of days equal to the time the state of emergency was in effect.
2. If this policy is due to expire while a state of emergency is in effect, the Policy will continue in force until the state of emergency ceases, plus the lesser of:
 - a. 30 days; or
 - b. The number of days equal to the time the state of emergency was in effect.

But in no event shall the total extension available under this condition exceed 120 consecutive days

PART IV – DEFINITIONS

Where the following terms appear in the policy, they have the meaning specified below:

1. “Action” means a civil proceeding in which “Compensatory Damages” because of “Bodily Injury” or “Property Damage” to which this insurance applies are alleged. “Action” includes:
 - a. An arbitration proceeding in which such “Compensatory Damages” are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such “Compensatory Damages” are claimed and to which the “insured” submits with our consent.
2. “Bodily Injury” means any injury to a person’s physical condition including pain, illness or resulting death.
3. “Business” means:
 - a. Any continuous or regular trade, service, profession or occupation undertaken for financial gain; or
 - b. Your work as an employee carried out for an employer whose main operations are not on the “premises”.
 - c. Rental of all or any part of the “premises”

But does not include the following activities:

- a. Use of a part of the “premises” as a an incidental home office or studio.
- b. Part-time activities on the “premises”, not including rental, with gross revenue or compensation not exceeding \$5,000 per year.
- c. The temporary or part-time business pursuits of a person under the age of 21 years.
- d. Rental of the “premises” for residential purposes:
 - i. In part, to “roomers or boarders”, provided that there are no more than two “roomers or boarders” living at the “premises”.
 - ii. Of no more than two self-contained units other than that which is occupied by you, and each rented to no more than one family or individual.

Provided that such rental is for a term of at least 30 days.

- d. Rental of not more than three car spaces or stalls in garages or stables.
4. “Compensatory Damages” means damages in payment for actual injury or economic loss. This does not include punitive or exemplary damages, the multiple portion of any multiplied damage award, or any injunctive or declaratory relief.
5. “Data” means representations of information or concepts, in any form.
6. “Detached Private Structure” means buildings and structures on the “premises” separated from the “dwelling” by a clear space but incidental to it, including those which are only connected to the “dwelling” only by a fence, utility line or similar connection only.
7. “Dwelling” means the primary residential building on the “Premises”.
8. “Fair Rental Value” means the reasonable loss of potential rental income for the “dwelling” or “detached private structure”, or part thereof, determined based on factors including but not limited to actual past rental income and the market rental value of similar properties, less any expense that would be incurred if the property was rented but is not incurred while the property is unfit for occupancy.
9. “Farm” means any agricultural activity whether or not such activity is undertaken for “business” purposes by any “insured”.

This does not include agricultural activity not undertaken for “business” purposes, where all such activity undertaken by “insureds” on the “premises”, including pasture, occupies less than one hectare.

10. “Fungi or Spores” means any type of mould, yeast, mushroom, or mildew, and any substance, vapor or gas produced by, emitted from, or arising out of these.

11. "Ice damming" means the buildup of ice and water on a roof, or within the eavestrough and downspout system, caused by repeated thawing and freezing of ice and snow within the eavestrough and downspout system.
12. "Insured" means the person(s) identified as the Named Insured(s) on the Coverage Summary and the following people, each of whom is also insured while residing permanently in the same household:
 - a. The Named Insured's spouse, as defined by local law
 - b. The Named Insured's partner not included under section (a), who has cohabited with the Named Insured for at least one year, or with whom the Named Insured are parents of a child;
 - c. The relatives of the Named Insured or his or her spouse or cohabiting partner;
 - d. Persons under the age of 21 in the care of the Named insured or his or her spouse or cohabiting partner;
 - e. A student who is dependent on the Named Insured or his or her spouse for support and maintenance, even if temporarily residing away from the "premises" to attend a school, college or university;
 - f. Any person who was an "insured" at the time of the Named Insured's death, and who would be insured if the Named Insured was alive and continued to reside permanently at the "premises";
 - g. If the Named Insured is a corporation, any director or officer of the corporation while residing personally at the "Premises" will also be considered a Named Insured and for the purposes of sections "a" through "f" of this section.
13. "Premises" means the area contained within the municipal lot lines of the address listed as the insured location on the Coverage Summary. This definition applies in Part I, and in respect of any other defined terms set out under Part IV of the policy, unless otherwise indicated.

Where used in Part II of the policy, the term "Premises" also includes the following:

- a. Premises where "you" are residing temporarily or which "you" are using temporarily provided that "you" or any "insured" are not:
 - i. the owner of the premises;
 - ii. the lessee or tenant of the premises under an agreement of a duration of longer than 90 consecutive days, with the exception of temporary student accommodation as specified below;
 - iii. leasing or renting the premises for use as a hall or similar entertainment venue.
 - b. Newly acquired premises to be occupied by "you" as a principal residence from the date "you" acquire ownership or take possession until the earliest of:
 - i. 30 consecutive days;
 - ii. The date upon which this Policy expires or is terminated;
 - iii. You obtain other insurance for the premises.
 - c. Individual or family cemetery plots and burial vaults.
 - d. Vacant or undeveloped land in Canada owned by any "insured", provided such land is not used for "farm", or "business" purposes.
 - e. Premises where any "insured" is residing temporarily while attending school.
14. "Property Damage" means:
 - a. Physical injury to, or destruction of, tangible property;
 - b. Loss of use of tangible property.
 15. "Residence Employee" means a person you employ whose duties relate to maintenance or use of the "premises" or to your personal support or care. 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 in connection with your "business".
 16. "Roomer or Boarder" means an individual person not related to you, and who resides on the "premises" in exchange for the payment of rent to you or to another person residing on the "premises", and who has the shared use of one or more household facilities and/or common living areas. Household facilities include, but are not limited to, a kitchen or bathroom, but do not include a laundry or areas used primarily for storage of personal property.

17. "Specified Perils" means the following:
 - a. Fire;
 - b. Lightning;
 - c. Explosion;
 - d. Smoke due to a sudden, accidental and faulty operation of any heating or cooking unit in or on the "premises";
 - e. Falling object which strikes the exterior of the building or structure;
 - f. Impact by aircraft or land vehicle;
 - g. Riot;
 - h. Vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
 - i. The sudden and accidental rupture or breakage of a heating, plumbing, sprinkler or air conditioning system or escape of water from such a system, or from a swimming pool or equipment attached, or from a public "watermain".
 - j. Windstorm;
 - k. Weight of ice, snow or sleet;
 - l. Transportation, meaning loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier.
18. "Vacant" means:
 - a. a newly acquired or constructed "premises" that is not yet occupied;
 - b. all residents of the "premises" have moved away with no intent to return; or
 - c. the "dwelling" does not contain furnishings, fixtures or other personal property sufficient to make it habitable.
19. "Watermain" means a pipe located outside of the "dwelling" or "detached private structures" forming part of a water distribution system, which conveys consumable water but not waste water.
20. "Weekly Indemnity" means two-thirds of a "residence employee's" weekly wage, as determined at the time of an accident giving rise to a claim under this part, to a maximum of \$600 per week.
21. "You" and "Your" mean an "Insured"; for the purposes of Part II only, and any conditions set out under Part III which are applicable to the coverages under Part II, "You" and "Your" also include:
 - a. A "Residence Employee", while carrying out their employment duties as a "residence employee";
 - b. Any person for whom an "insured" may be found legally liable to pay another person "compensatory damages" for "bodily injury" or "property damage" arising out of the care, use or operation of a watercraft or animal owned by an "insured", and with the consent of the "insured", and with respect to such liability only. This does not include any person who has custody or control of a watercraft or animal in connection with any "business" operated by them;
 - c. Any person while acting as estate trustee or power of attorney for an "insured", but only with respect to liability arising out of the ownership, use or occupancy of the "premises" (as defined with respect to Part II) or other property insured by this policy;
 - d. If the "dwelling" is situated on leased land, the owner of the leased land, but only with respect to liability arising from the named insured's ownership of the "dwelling" or use or occupancy of the leased land.

