



You are insured with the Condominium Unit Owners – DISTINCTION Form. The property damage coverage is all risks. This means that all risks that are not excluded are covered. You will find some exclusions in several places in the contract. The amounts of insurance for your property, dwelling and improvements and betterments, and additional living expense and fair rental value are written on the *Coverage Summary* page.

DID YOU KNOW... ?

- Your contract covers the personal property of students residing outside your primary residence
- Personal property temporarily away from your premises are covered without limitation, but subject to certain exclusions
- Several exclusions apply in case of vacancy of your dwelling
- Precautions must be taken in case your dwelling is unoccupied for more than 15 days
- Exclusions apply to activities carried out at your home, such as business activities (including telework), sharing economy activities and rental of your home for more than 30 days per year of which we are not aware

SUMMARY TABLE

Certain Extensions of Coverage Included

• Business Property, including property used for telework	\$7,500
• Property of a Relative in a Long-term Care Facility or Residence	\$5,000
• Property When Moving to Another Home (delay)	45 days
• Lock Replacement, Rekeying or Repair (lost or stolen keys)	\$1,500 without deductible
• Funeralary Monuments	\$3,000
• Expenses Arising from a Loss	\$1,000
• Award for disclosing a Criminal Act (theft, vandalism or fire)	\$1,000 without deductible
• Outdoor Growing Plants (amount for each, including removal)	5% of building / \$1,000

Limitations of Amount Payable for Certain Personal Property

• Bullion, bank notes and money, including cash cards, plastic money and gift certificates	\$1,000
• Securities	\$7,500
• Boats or watercraft, whether assembled or not, including their furnishings, equipment, accessories, motors and trailers	\$4,000
• Lawn mowers, garden-type tractors, snow blowers and drawn machinery, including their equipment and accessories (30hp or less)	\$11,000
• Wine and spirits, up to \$100 per container	\$10,000

Limitations of Amount Payable for Certain Personal Property (applicable in the event of theft only)

• Manuscripts and numismatic and philatelic property	\$6,000
• Jewellery, precious or semi-precious stones, pearls, watches, fur garments, garments trimmed with fur and all other fur items	\$10,000
• Video games of any kind	\$4,000
• Silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware not subject to any other limitation	\$20,000

Basis of Settlement

• Repair or replacement cost without deduction for depreciation for dwelling and improvements and betterments	Included
• Repair or replacement cost without deduction for depreciation for personal property	Included
• The deductible does not apply if all insured property is a total loss	Included

This summary table does not take into account any endorsements attached to your insurance contract that modify the coverages.

This table should be used for information only. Only the wording of the insurance policy can be used to establish the rights and obligations of the contracting parties as well as the terms and conditions applicable to the coverages, including limitations and exclusions. If you find that the limitation indicated for certain goods is less than your needs, please contact your damage insurance representative to discuss about the options.



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**INSURING AGREEMENT**

We provide you, as a condominium unit owner, with coverage against various perils and liabilities as described or listed below, in return for payment of the premium.

IMPORTANT

This insurance policy contains various conditions, exclusions and limitations which restrict coverage.

Some of them may be amended by endorsement.

In the event of a discrepancy between this form and the General Provisions of the policy, the clauses in this form take precedence over those mentioned in the General Provisions (Québec – Form 5001 / New Brunswick – Form 0501).

Please read your insurance policy carefully.

A GUIDE TO YOUR INSURANCE POLICY**Section I – Property Damage Coverages**

This section describes the insurance on your personal property and any improvements and betterments made, acquired or rented by you. It also insures any additional living expense or fair rental value loss incurred by you if an insured **occurrence** makes your dwelling unfit for occupancy.

Section II – Civil Liability Coverages (Form 5441)

This section applies to your legal liability for unintentional bodily injury to others or damage to their property arising out of your premises or your personal actions.

It includes voluntary medical and funeral payments to others and voluntary payments to others for damage to their property.

It also provides benefits to residence employees if they are injured while working for you.

USEFUL INFORMATION

Please refer to the *Table of Contents* to see how the insurance policy is structured and to locate specific information.

The insurance policy should be read as a whole. Consequently, clauses should be interpreted as they relate to each other and considering the entire insurance policy.

For a proper understanding of this insurance policy, the *Section II – Civil Liability Coverages*, the *Coverage Summary* page, the *endorsements* and the *General Conditions* must be considered in addition to this form.

OBLIGATION TO INFORM INSURER

Both before the insurance policy is in effect and during the term of this policy, you must report to us any and all information that may influence our risk assessment. Such information must also be reported upon renewal of the insurance policy.

The obligation to inform the insurer is detailed in the *Declarations* section of the *General Conditions*, which deals with, among other aspects, material change of risk and the consequences of misrepresentation.

If you are unsure if you must report specific information, we recommend you contact us.

Among other information, the following must be reported:

- Any criminal conviction of an insured;
- Any change in the occupancy or use of your dwelling;
- When you rent your dwelling, in whole or in part, for a period of more than 30 days per calendar year, whether consecutive or not;
- Any sharing economy activity;
- Any business or commercial activity on the premises;
- Any major renovation to your dwelling;
- When your dwelling becomes vacant.

DEFINITIONS

“You” and “your” as used in the text that follows refer to the **Insured**. “We” and “us” refer to the insurer.

Although animals are not property, they will be considered as such for the application of the present insurance policy.

Words and expressions in bold are defined in this section. Note that the endorsements may include their own definitions.

The following definitions apply to the entire insurance policy. However, if a definition applies only to either *Section I – Property Damage Coverages* or *Section II – Civil Liability Coverages*, it will be so stated.

Additional living expense means any necessary increase in living expenses, including moving expenses, incurred by the **Insured** to maintain his or her regular standard of living.

Bodily injury means bodily injury, sickness or resulting death.

Business means any continuous or regular pursuit undertaken for **remuneration** including a trade, profession, occupation or **telework**.

Cash card or **plastic money** means a card or other medium storing electronic cash and used as a method of payment, which at the time of the purchase transaction does not require any personal identification number (PIN), signature or authorization.

Civil authority means an authority as defined under the *Civil Protection Act* or any other act or regulation.

Common portion means those common portions as described in the Declaration of co-ownership, but not **common portion for exclusive use**.

Common portion for exclusive use means those common portions that are reserved for your exclusive use, as described in the Declaration of co-ownership.

Computer software means computer programs or instructions stored on electronic media, excluding video games of any kind.

Data means information (including facts, concepts or execute statements) electronically represented in any form whatsoever.

Data problem means:

- a) Erasure, destruction, corruption, misappropriation or misinterpretation of **data**.
- b) Error in creating, amending, entering, deleting or using **data**.
- c) Inability to receive, transmit or use **data**.



Detached private structure means a permanent structure or building on the **premises or common portions** separated from the dwelling building by a clear space or only connected to the dwelling building by a fence, utility line or similar connection.

Domestic water container or appliance includes, but is not limited to, fish tanks, water beds, heating, air conditioning or fire extinguishing systems, swimming pools, spas, saunas, fountains and other basins.

Drawn machinery means a trailer without a load space that is used to carry only equipment or machinery which is permanently installed upon it.

Fair rental value means the amount of rent you would have received, less any expenses that do not continue because of the **occurrence**.

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

Insured means the person(s) named as insured on the *Coverage Summary* page, and

- a) While living with the **Insured** in the same household:
 - his or her **spouse**;
 - the relatives of either;
 - any person under 18 years of age in their care; and
 - any person 18 years of age or over under their legal custody, if named on the *Coverage Summary* page.
- b) A **student** who is dependent on the **Insured** or his or her **spouse**, provided that the dwelling described on the *Coverage Summary* page serves as the named Insured's primary residence.
- c) Applicable to *Section II – Civil Liability Coverages* only:
 - Any person having authorized use of or custody of an animal not excluded under this insurance policy and owned by the Insured (but not in the course of any **business**);
 - A **residence employee** while performing duties for you;
 - If the **Insured** dies while this policy is in force:
 - his or her legal representative, but only with respect to legal liability arising out of ownership, maintenance or use of the **premises** and while he or she has custody thereof;
 - any person who was insured under this policy before the **Insured's** death and who continues to reside on the **premises**.

Motorized personal mobility device means any electric vehicle, including scooters and electric bicycles, designed and used for personal transportation that is not subject to mandatory registration and has a maximum speed, at the time of design and at the date of the occurrence, of 32 km/h.

However, this definition excludes wheelchairs, three-wheeled scooters, four-wheeled scooters and electric vehicles for children.

Occurrence means:

- a) Applicable to *Section I – Property Damage Coverages* only:

An event causing loss or damage; all loss or damage having the same origin will be considered as one occurrence.

- b) Applicable to *Section II – Civil Liability Coverages* only:

An event causing loss, injury or damage; all loss, injury or damage having the same origin will be considered as one occurrence, regardless of the number of claimants.

Plumbing system means water supply, distribution and drainage piping located within the lot lines of the condominium property, including appliances and equipment attached thereto.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including fuel oil, vapour, soot, chemicals, pesticides, herbicides, waste and smoke from agricultural smudging or industrial operations.

Waste also includes materials that are to be recycled, recovered and reused.

Premises means:

- a) The **unit** described on the *Coverage Summary* page as well as your **common portion for exclusive use**.
- b) Premises used as a residence by **students** insured under this insurance policy.
- c) Applicable to *Section II – Civil Liability Coverages* only:
 - Secondary residences and other dwellings, provided they are specifically described on the *Coverage Summary* page.
 - Premises where you are residing temporarily or which you are using temporarily, provided that:
 - you do not own such premises; and
 - you are neither the tenant nor user of the premises under the terms of an agreement for more than 180 consecutive days.
 - Subject to the coverage period, premises located within the lot lines of your newly acquired principal residence, provided that:
 - such premises are not covered by another insurance policy; and
 - such newly acquired principal residence is located in Canada.

The coverage period is for 45 consecutive days:

- It commences when you acquire ownership of, rent or occupy the premises, whichever occurs first.
- It ends upon expiration of the 45 day period or upon termination of this insurance policy, whichever occurs first.
- Individual or family cemetery plots or burial vaults located in Canada and for which you are responsible.
- Any land without a building located in Canada you own or rent, excluding farm land.
- Land in Canada where an independent contractor is building a one-unit or two-unit dwelling to be occupied by you.

Property damage means damage to or destruction of property.

Remuneration means payment, in cash or in kind, made to a person for work done or services rendered.



Residence employee means a person who performs duties for you in connection with the maintenance or use of the **premises**, including personal services. This does not include persons performing duties in connection with your **business** or your **sharing economy activity** or under an independent contractor agreement or service agreement.

Any person completing work that involves construction, renovation, repairs (unrelated to normal maintenance), or tearing out of any part of the insured **premises**, including a building, is not, or ceases to be, a **residence employee**.

Retention tank or **holding pond** means a tank in which surface, ground or storm water runoff is held temporarily before being released gradually into the drainage system.

Sharing economy activity: Any activity, other than a business activity, that involves exchanging, lending or renting, or the provision of service and is promoted or offered by means of advertising or signage.

Spores includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any **fungi**.

Spouse means:

- a) A person who is married to or has entered into a civil union with another person and is living with that person.
- b) A person who is not married but has lived in a marital relationship in the same household for at least one year with another person who is publicly presented as his or her spouse. Such person will be considered to be a spouse in the following cases:
 - A child has been born or is to be born of their union;
 - They have adopted a child together;
 - One of them has adopted a child of the other.

Student means a person who is enrolled in and actually attends a school, college or university on a full-time basis.

Syndicate means the legal entity that represents the condominium unit owners.

Telework means work similar to office work that you carry out at your residence, on behalf of your employer, using computer and telecommunications tools.

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

Transportation accident means collision or upset of a vehicle or a trailer, derailment of a train, crashing of a plane or stranding or sinking of a boat or **watercraft**.

Unit means the private portion that is your exclusive property, as described in the Declaration of co-ownership.

Vacant:

- a) Refers to circumstances where, regardless of the presence of furnishings, all occupants have moved out with no intention of returning to reside in the dwelling building.

However, for a building other than a dwelling, this term refers to buildings on **premises** that are completely abandoned.

- b) A newly constructed dwelling is vacant after it is completed and before the occupants move in.

Watercraft means, in addition to the usual definition, pedal boats, rafts and sailboards.

SECTION I PROPERTY DAMAGE COVERAGES

We insure only **occurrences** that arise while this insurance policy is in force.

AMOUNTS OF INSURANCE

The amount of insurance for each of *Coverage A*, *C* and *D* is written on the *Coverage Summary* page.

Upon renewal of the insurance policy, if *Inflation Protection* is written on the *Coverage Summary* page, we will automatically increase the amounts of insurance written on the *Coverage Summary* page for *Coverage A*, *C* and *D* according to inflation, based on the rates that we set and publish periodically.

COVERAGE A – DWELLING AND IMPROVEMENTS AND BETTERMENTS

We insure:

- 1) When the following are made, acquired or rented by you:
 - a) Improvements and betterments made to your **unit** and **common portion for exclusive use**.
 - b) Temporary or permanent outdoor installations, whether assembled or not, located on the **premises** or **common portions**.
Such installations include **detached private structures**, car shelters and soft-sided inflatable pools and spas and their equipment.
 - c) Building fixtures and fittings removed from the **premises** and **common portions** for repair or seasonal storage.
The amount of insurance for such fixtures and fittings is equal to 10% of the amount of insurance written on the *Coverage Summary* page for *Coverage A – Dwelling and Improvements and Betterments*.
 - d) Docks located on dry land of the **premises** or **common portions**.

We also insure docks located:

- along the shore of the condominium property;
 - on dry land of an adjacent site of the condominium property.
- 2) Materials and supplies intended for use in construction, alteration or repair of improvements or betterments that have been made to your **unit** or **common portion for exclusive use** and that are:
 - on the **premises**;
 - in the common **portions**;



- on areas adjacent to the condominium property;
- being transported.

3) The immovable elements of your **unit**, excluding improvements and betterments.

This coverage applies only if the **syndicate** has no insurance, its insurance is inadequate or it is not effective.

Limitation of Amount Payable for Certain Property

We will pay a maximum amount of \$5,000 for loss or damage caused by an insured peril to wind turbines, whether assembled or not, including their equipment and accessories.

COVERAGE C – PERSONAL PROPERTY (CONTENTS)

1) PROPERTY LOCATED ON THE PREMISES

When the following are located on the **premises** or **common portions**:

- We insure personal property that is usual to a dwelling and that you own or use.
- With respect to motorized vehicles, we only insure the following motorized vehicles that you own or use:
 - Lawn mowers, snow blowers and garden-type tractors with a maximum power output of 22 kW (30 HP);
 - Boats or **watercraft**;
 - Wheelchairs, three-wheeled scooters and four-wheeled scooters, with one seat, specifically designed for the carriage of a person who has a physical disability and used as such;
 - Golf remote-control caddies;
 - **Motorized personal mobility devices**;
 - Electric vehicles for children with a maximum speed of 10 km/h.
 - Golf carts.
- With respect to trailers, we only insure the following trailers that you own or use:
 - Trailers designed solely to transport a boat or **watercraft** and used as such;
 - **Drawn machinery**.
- We insure personal property that is usual to a dwelling, owned by a **student** insured under this insurance policy and located at the **student's** residence.
- If you wish, and provided that it is not covered by any other insurance, we insure personal property that is usual to a dwelling and that belongs to others, while such property is in your possession and located in a portion of the **premises** which you occupy.

2) PROPERTY AWAY FROM THE PREMISES

- When the following are temporarily away from the **premises** and **common portions**:
 - We insure personal property that is usual to a dwelling and that you own.
 - With respect to motorized vehicles, we only insure the following motorized vehicles that you own:

- Lawn mowers, snow blowers and garden-type tractors with a maximum power output of 22 kW (30 HP);
 - Boats or **watercraft**;
 - Wheelchairs, three-wheeled scooters and four-wheeled scooters, with one seat, specifically designed for the carriage of a person who has a physical disability and used as such;
 - Golf remote-control caddies;
 - **Motorized personal mobility devices**;
 - Electric vehicles for children with a maximum speed of 10 km/h.
 - Golf carts, except those away from the insured **premises** for more than 180 days.
- With respect to trailers, we only insure the following trailers that you own:
 - Trailers designed solely to transport a boat or **watercraft** and used as such;
 - **Drawn machinery**.
 - We insure personal property that is usual to a dwelling, owned by a **student** insured under this insurance policy and not located at the **student's** residence.
- When the following are away from the **premises**, if you wish, and provided that it is not covered by any other insurance:
 - We insure personal property belonging to others that is usual to a dwelling and is in your possession;
 - With respect to motorized vehicles, we only insure the following motorized vehicles belonging to others and that are in your possession:
 - Lawn mowers, snow blowers and garden-type tractors with a maximum power output of 22 kW (30 HP);
 - Boats or **watercraft**;
 - Wheelchairs, three-wheeled scooters and four-wheeled scooters, with one seat, specifically designed for the carriage of a person who has a physical disability and used as such;
 - Golf remote-control caddies;
 - **Motorized personal mobility devices**;
 - Electric vehicles for children with a maximum speed of 10 km/h.
 - With respect to trailers, we only insure the following trailers belonging to others and that are in your possession:
 - Trailers designed solely to transport a boat or **watercraft** and used as such;
 - **Drawn machinery**.
 - We insure personal property that is usual to a dwelling and that belongs to your **residence employees** travelling for you.

Limitation of Amount Payable for Certain Personal Property

Should a personal property item be subject to more than one limitation, only the lowest limitation will apply.



- A) In the event of an insured **occurrence**, for all property items belonging to a category listed in (1) to (5) below, we will pay a maximum amount of:
- 1) \$1,000 for bullion, bank notes and money, including **cash cards, plastic money** and gift certificates.
 - 2) \$7,500 for securities.
 - 3) \$4,000 for boats or **watercraft**, whether assembled or not, including their furnishings, equipment, accessories, motors and trailers.
 - 4) \$11,000 for lawn mowers, garden-type tractors, snow blowers and **drawn machinery**, including their equipment and accessories.
 - 5) \$10,000 for wine and spirits, up to \$100 per container.
- B) In the event of theft, for all property items belonging to a category listed in (1) to (4) below, we will pay a maximum amount of:
- 1) \$6,000 for manuscripts and numismatic and philatelic property.
 - 2) \$10,000 for jewellery, precious or semi-precious stones, pearls and watches, as well as for fur garments, garments trimmed with fur and all other fur items.
 - 3) \$4,000 for video games of any kind.
 - 4) \$20,000 for silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware not subject to any other limitation.

COVERAGE D – ADDITIONAL LIVING EXPENSE AND FAIR RENTAL VALUE

The amount of insurance written on the *Coverage Summary* page for Coverage D is the maximum that we will pay per **occurrence** for all of coverage 1) and 2) below.

The benefit periods, as indicated below, will not be interrupted by the expiration of your insurance policy.

We insure:

- 1) **Additional living expense:**
 - a) When your dwelling is made unfit for occupancy as a result of loss or damage caused to your insured property by an insured **occurrence** under this insurance policy.
Payment will be made solely for the reasonable time required to repair or rebuild the dwelling building or, if you permanently relocate, the reasonable time required for you to permanently settle into a new dwelling.
 - b) When a **civil authority** prohibits access to your dwelling or orders your dwelling to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril under this insurance policy.
Payment will be made for a period not exceeding 30 days per event.
Common exclusion *Loss or Damage Caused by a Pollutant* does not apply to the coverage in paragraph b).
- 2) Loss of **fair rental value:**
 - a) When all or part of your dwelling or your **detached private structures** rented to others or held for rental by you are made unfit for occupancy as a result of loss or damage caused to your insured property by an insured **occurrence** under this insurance policy.

Payment will be made solely for the reasonable time required to repair or rebuild the damaged building.

- b) When a **civil authority** prohibits access to your dwelling or orders your dwelling to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril under this insurance policy.

Payment will be made for a period not exceeding 30 days per event.

Common exclusion *Loss or Damage Caused by a Pollutant* does not apply to the coverage in paragraph b).

WE DO NOT INSURE the loss of **fair rental value** resulting from the termination of leases or agreements.

EXTENSIONS OF COVERAGE

The extensions of coverage outlined below apply subject to the following conditions:

- a) Unless specified otherwise, the amounts payable under these extensions of coverage are included in the amounts of insurance written on the *Coverage Summary* page for Coverage A, C and D.
- b) All the limitations and exclusions of this insurance policy apply to these extensions of coverage.

1) Debris Removal

When insured property is damaged by an insured peril under this insurance policy, we will pay necessary expenses incurred to:

- a) Remove from the **premises** and **common portions** the debris of such property.
However, when the damaged property is plants, the limitation applicable to debris removal expenses set out in *Extensions of Coverage – Outdoor Growing Plants* replaces this paragraph.
- b) Remove from the **premises** and **common portions** the debris cluttering such property so that the property can be repaired or demolished.
- c) Clear access on the **premises** to such property so that the property can be repaired or demolished. However, WE WILL NOT PAY expenses to remove from the **premises** objects obstructing access.

The amount payable is included in the amounts of insurance written on the *Coverage Summary* page for Coverage A and C. However, should the insurance amounts be insufficient, we will pay an additional amount, up to 5% of the amounts of insurance written on the *Coverage Summary* page for Coverage A and C.

2) Tear Out and Repair

We will pay the cost of tearing out and repairing improvements and betterments made, acquired or rented by you located on the **premises** as needed to allow repairs to be made to the **plumbing system, domestic water containers or appliances** or their equipment having caused insured water damage under this insurance policy.

HOWEVER WE DO NOT INSURE the cost of tearing out and repairing outdoor pools and spas, septic tanks, or other wastewater treatment systems, public water mains carrying drinking water, or public sewers.



If trees, shrubs, plants, or lawns located outside on the insured **premises** are damaged during tearing out or repairs, we will pay a maximum of \$500 per tree, shrub, or plant.

The maximum compensation payable for such plants, including debris removal fees, will not exceed 5% of the amount of insurance written on the *Coverage Summary* page for *Coverage A – Dwelling and Improvements and Betterments*.

3) Moving and Storage Expenses

We will pay necessary expenses incurred to move and store your contents, only if they must be removed so that repairs can be made to the dwelling building damaged by an insured **occurrence** under this insurance policy.

However, the amount payable cannot be greater than 100% of the amount of insurance under *Coverage C – Personal Property (Contents)* written on the *Coverage Summary* page.

This amount is payable in addition to the amount of insurance under *Coverage C – Personal Property (Contents)* written on the *Coverage Summary* page.

4) Lock Replacement, Rekeying or Repair

In the event the keys of your **unit** are lost or stolen, we will pay the costs to repair, rekey, recode, reprogram, or replace the locks, depending on which option is least expensive.

Furthermore, if the keys for your vehicle that is insured by us are stolen or lost at the same time as those of the building described above, we will pay the costs to repair, rekey, recode, reprogram, or replace the locks, depending on which option is least expensive.

We will pay a maximum amount of \$1,500.

The deductible does not apply to this coverage.

5) Fire Department Charges

We will pay the charges that are levied against you when a fire department of a municipality, other than the one where the dwelling building is located, is called to respond on the **premises** or **common portions** owing to an insured **occurrence** under this insurance policy.

We will pay a maximum amount of \$1,000.

This amount is payable in addition to the amounts of insurance written on the *Coverage Summary* page for *Coverage A, C and D*.

The deductible does not apply to this coverage.

6) Food in a Freezer or Refrigerator

We insure loss or damage caused directly to foods contained in a freezer or refrigerator which is located inside a building on the **premises**, and stops working because of a mechanical breakdown or power interruption.

We will also pay the reasonable expenses incurred by you to preserve the food while the appliances are being repaired or until power is restored.

This coverage does not apply when the power interruption is caused by manually turning the power supply off on the **premises** or by disconnection of the power supply of the appliance, whether accidental or not.

7) Business Property

We cover insured personal property pertaining to a **business**, up to \$7,500 or, if applicable, based on the amount of insurance written on the *Coverage Summary* page.

Personal property pertaining to a **business** includes, but is not limited to:

- Computer equipment and **computer software**;
- Instruments;
- Books;
- Goods;
- Tools;
- Clothing.

This coverage applies subject to the following conditions:

- a) The property is not covered by any other insurance policy.
- b) The property is insured solely against the perils covered by this insurance policy.

8) Property When Moving to Another Home

We cover insured personal property when you move, up to the amount of insurance written on the *Coverage Summary* page for *Coverage C – Personal Property (Contents)*.

This coverage applies subject to the following conditions:

- a) The property is not covered by any other insurance policy.
- b) The property is insured solely against the perils covered by this insurance policy.
- c) The coverage period is for 45 consecutive days.
It commences when the first item of personal property leaves your principal residence.
It ends upon expiration of the 45 day period or upon termination of this insurance policy, whichever occurs first.
- d) During the coverage period, the personal property is insured, in Canada:
 - When located at the principal residence that you are leaving;
 - While in transit between the two principal residences;
 - When located at your new principal residence.

Refer also to *Extensions of Coverage – Protection for Your New Home*.

9) Property Located Away From the Premises

We cover insured personal property located anywhere in Canada, other than at the principal residence described on the *Coverage Summary* page or the residence of a **student** insured under this insurance policy.

This coverage applies when the damage is excluded solely due to application of:

- a) Paragraph 3) of the *Property Excluded* section (which relates to property usually located elsewhere than the dwelling described on the *Coverage Summary* page); or
- b) Paragraph a) of the *Theft or Attempted Theft* exclusion under the *Common Exclusions* section (which relates to theft occurring in any location you own or rent).

We will pay a maximum amount of \$2,500.

**10) Property Removed From the Premises as a Precaution**

As a result of an insured **occurrence** under this insurance policy, we cover insured personal property removed from the **premises** and **common portions** to protect it from loss or damage.

This coverage applies subject to the following conditions:

- The property is insured solely against the perils covered by this insurance policy.
- The coverage period is 60 consecutive days, but not beyond the expiry of this insurance policy.

11) Credit or Debit Cards and Forgery

- We insure the financial loss you incur as a result of the unauthorized use of a credit or debit card issued in your name.
- We insure the financial loss you incur as a result of unauthorized electronic transactions conducted in your name.

The coverage outlined in a) and b) applies subject to the following conditions:

- The unauthorized use or transactions were not made by an **Insured**.
 - The cardholder complied with all the terms of issue and use imposed by the company that issued the card.
- We insure the financial loss you incur as a result of the forgery or counterfeiting of cheques, drafts or other negotiable instruments.
 - We insure the financial loss you incur as a result of your acceptance in good faith of counterfeit paper currency.

For coverages a), b), c) and d) combined, we will pay a maximum amount of \$10,000.

The deductible does not apply to this coverage.

12) Outdoor Growing Plants

We insure loss or damage caused directly to trees, shrubs, plants and lawns located outdoors which you exclusively own and which are located on the **premises** or **common portions** by one of the following insured perils:

- Fire;
- Lightning;
- Explosion;
- Impact with a vehicle or aircraft;
- Riot;
- Vandalism;
- Theft or attempted theft.

We will pay a maximum amount of \$1,000 per tree, shrub or plant. This amount includes expenses to remove from the **premises** and **common portions** debris from the damaged plants.

However, the amount payable cannot be greater than 5% of the amount of insurance written on the *Coverage Summary* page for *Coverage A – Dwelling and Improvements and Betterments*.

13) Change of Temperature

We insure loss or damage caused directly by a change of temperature to insured personal property located in your dwelling, to dwelling and to improvements.

This coverage applies only if the change of temperature results from damage caused to the dwelling building or its equipment by an insured peril under this insurance policy.

14) Loss of Computer Data

We insure loss of computer **data** caused directly by an insured peril under this insurance policy.

This coverage applies solely to computer **data** for which a licence or fees have been paid, including music files and digital books, but does not apply to computer **data** pertaining to a **business**.

We will pay a maximum amount of \$5,000.

15) Loss to Common Portions

We will pay your share of any special assessment imposed under the Declaration of co-ownership arising from loss or damage to **common portions** or **common portions for exclusive use** caused by an insured peril under this insurance policy.

This coverage applies only if the **syndicate** has no insurance, its insurance is inadequate or it is not effective.

We will pay up to the amount of insurance written on the *Coverage Summary* page for this coverage, in addition to the amounts paid for *Coverage A, C and D*.

If such assessment includes the payment of a deductible, we will pay a maximum amount of \$2,000 for that deductible.

16) Property of a Relative in a Long-term Care Facility or Residence

Unless it is covered by other insurance, we will cover damage to the personal property (contents) of your parents, siblings, children, or **spouse** living in a long-term care facility or residence, when such damage is caused by a covered peril.

By long-term care facility or residence, we mean an establishment that provides long-term care in addition to housing. Long-term care includes personal care and nursing services delivered to people who are elderly, chronically ill, or disabled for a long period of time.

However, WE DO NOT INSURE damage caused during stays in the following establishments:

- Hospitals (except long-term care units);
- Rooming or boarding houses;
- Addiction treatment facilities;
- Foster homes;
- Reformatories and youth centres;
- Correctional institutions or detention facilities;
- Halfway houses.

We will pay a maximum amount of \$5,000.

17) Protection for Your New Home

We insure your new primary residence, which is located in Canada and which you have bought or rented.

This coverage applies in the following conditions:

- The new primary residence must not be insured by another insurance policy.
- The new primary residence is insured only against risks covered by this insurance policy.
- The coverage period is 45 consecutive days.



It starts when your new primary residence is purchased or rented.

It ends when the 45 consecutive days end or when this insurance policy expires, whichever occurs first.

Refer also to *Extensions of Coverage – Property When Moving to Another Home*

18) Safety Deposit Boxes

We cover insured property in a safety deposit box or vault located in a financial institution, when such damage is caused by a covered risk.

When such property is subject to limitations, they do not apply to this coverage.

We will pay a maximum amount of \$10,000.

19) Funerary Monuments

We cover damage caused directly to funerary monuments that belong to you and are located on premises where you possess a cemetery plot, and urns located in a columbarium when such damage is caused by a covered peril.

This coverage applies only to premises or columbaria in Canada.

We will pay a maximum amount of \$3,000.

20) Award for Disclosing a Criminal Act

We promise to reward natural or legal persons (except police forces and detective, surveillance, or security companies) who provide information that leads to the conviction of perpetrators of theft, arson, or vandalism affecting insured property.

We will pay a maximum amount of \$1,000 per event.

The deductible does not apply to this coverage.

21) Expenses Arising from a Loss

We will pay the fees you have incurred or your lost income and potential income as a result of the replacement or repair of your property that is destroyed or damaged by a insured peril.

The insufficiency of the single amount of insurance written on the *Coverage Summary* page for *Coverage A, B, C and D* is not offset by this coverage.

We will pay a maximum amount of \$1,000.

22) Sharing Economy and Rental Activity

We cover damage caused to property involved in a **sharing economy activity** arising from:

- a) The rental, lending or exchange of all or part of your dwelling building or a **detached private structure** for 30 days or less per calendar year, whether consecutive or not.
- b) Conducting any other **sharing economy activity** than that mentioned in (a). In such a case, we will pay a maximum of \$7,500.

However, this limitation does not apply to your dwelling building or a **detached private structure**.

INSURED PERILS

You are insured against all risks of direct loss or damage to insured property.

However, all exclusions and limitations contained in this insurance policy apply.

PROPERTY EXCLUDED

WE DO NOT INSURE:

- 1) Any property illegally acquired or kept.
- 2) Any property lawfully seized or confiscated, unless it is seized or confiscated to prevent a fire from spreading.
- 3) Personal property normally kept at any location other than the dwelling described on the *Coverage Summary* page.
However, refer to *Extensions of Coverage – Property Located Away From the Premises*.
- 4) Property, or a part thereof, that caused the **occurrence**, including but not limited to cases where the damage results from the breakdown, inherent vice or nature of the property.

- 5) Personal property related to **business**.

However, refer to *Extensions of Coverage – Business Property*.

- 6) a) Spas or swimming pools installed outside the dwelling building and their equipment, regardless of where the equipment is located.
b) Uninstalled spas or swimming pools and their equipment wherever located.

Exclusions a) and b) above do not apply to soft-sided inflatable pools and spas.

- c) Indoor spas and swimming pools and their equipment involved in a **sharing economy activity**:

- When the rental, lending or exchange concerns only these indoor spas and pools and their equipment;
- During their use for that activity.

- d) Patios and decks not attached to the dwelling building and giving direct access to spas or swimming pools.
- e) Sidewalks which surround inground swimming pools and are essential to its installation.
- 7) Docks other than those insured under *Coverage A – Dwelling and Improvements and Betterments*.

- 8) a) Motorized vehicles, other than those insured under *Coverage C – Personal Property (Contents)*.

- b) Parts, furnishings, equipment and accessories designed exclusively for motorized vehicles, other than those insured under *Coverage C – Personal Property (Contents)*, that you own or that are in your care, custody or control.

- c) Trailers other than those insured under *Coverage C – Personal Property (Contents)*.

- d) Aircraft and related parts, furnishings, equipment and accessories, including scale models and drones, except for unmodified toys intended for children under age 14.

- 9) Do-it-yourself kits to build an aircraft or motorized vehicle, other than those insured under *Coverage C – Personal Property (Contents)*.

- 10) Personal property of roomers or boarders who are not related to you, unless they are named on the *Coverage Summary* page.



11) Wind turbines, where loss or damage is caused by:

- Wind, hail, or the weight of ice, snow or sleet;
- Collapse.

12) Animals, except where loss or damage is caused directly by one of the following insured perils:

- Fire;
- Lightning;
- Fluctuations in artificially generated electric currents;
- Explosion;
- Smoke;
- Riot;
- Vandalism;
- Water damage;
- Hail;
- Windstorm;
- Weight of ice and snow;
- **Transportation accidents;**
- Impact by objects which strike the exterior of the dwelling building, its **detached private structures** or outdoor installations.

13) Exterior trees, shrubs, plants and lawns.

However, refer to *Extensions of Coverage – Outdoor Growing Plants*.

14) Sporting items and equipment where loss or damage is due to their use.

However, we insure sporting items and equipment (including bicycles) where loss or damage is caused directly by impact with a vehicle or aircraft.

We also insure bicycles where loss or damage is caused directly by collision with a pedestrian.

COMMON EXCLUSIONS

The following exclusions apply to *Coverage A, C and D*, as well as to *Extensions of Coverage*. They apply in addition to all other exclusions indicated in this insurance policy.

1) By-laws

WE DO NOT INSURE loss, damage or expenses arising directly or indirectly from the enforcement of any by-law, regulation, ordinance or law that regulates zoning or the demolition, replacement, repair or construction of buildings or structures and that makes it impossible to repair or return the property to its condition as it was prior to the loss.

2) Communicable Disease

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by a communicable disease.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

3) Data

WE DO NOT INSURE loss or damage caused directly or indirectly:

- a) to **data** (however, refer to *Extensions of Coverage – Loss of Computer Data*);
- b) by a **data problem**.

However, we insure loss or damage caused directly to insured property by one of the following insured perils that results from a **data problem**:

- Fire;
- Explosion;
- Fluctuations in artificially generated electric currents;
- Smoke;
- Water damage.

4) Defects

WE DO NOT INSURE loss or damage caused by mechanical, electrical or electronic breakdown or malfunction or by defects, unless such loss results directly from a fluctuation in artificially generated electric currents or lightning.

WE DO NOT INSURE the cost to repair defective or malfunctioning property or property that breaks down.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such defect, malfunction or breakdown.

5) Earthquake, Erosion and Other Geological Phenomena

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by earthquake, volcanic eruption, avalanche, landslide, subsidence, tidal wave, tsunami or soil erosion.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

However, this exclusion does not apply in cases of damage from fire, smoke, or an explosion caused by an earthquake.

6) Other Ground Movement

WE DO NOT INSURE loss or damage caused by compaction, expansion, settling or any other ground movement attributable to:

- the drying out, irrigation or drainage of the ground;
- cold, heat, freezing or thawing;
- the weight of a building, backfill or any other installation.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such ground movement.

7) Faulty Material or Workmanship

WE DO NOT INSURE the cost of correcting faulty material or workmanship.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such faulty material or workmanship.

**8) Flood**

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by flood.

"Flood" includes waves, tides, tidal waves, tsunamis, dam breaks and the rising or overflow of any stream of water or body of water, whether natural or man-made.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

However, we insure loss or damage caused directly to insured property by a fire or explosion resulting from flood.

9) Freezing

WE DO NOT INSURE breakage caused by freezing to:

- a) Property located outside a building.

However, we insure loss or damage caused directly by freezing to the outside drinking water main that supplies the dwelling building.

- b) A building or the personal property inside when the building is unheated during the regular heating season.
- c) A building or the personal property inside when the building is heated during the regular heating season but the **premises** have been unoccupied for more than 15 consecutive days.

However, exclusion c) above does not apply if, beyond that 15 day period:

- you arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained; or
- you shut off the water supply and drained all the installations and appliances.

10) Glass Breakage

WE DO NOT INSURE glass breakage which occurs while the building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

This exclusion applies from the date that construction begins or the date that the dwelling building becomes **vacant**.

11) Gradual Damage

WE DO NOT INSURE:

- a) Wear and tear to, or gradual deterioration of, property.
- b) Loss or damage caused by rust, corrosion, dampness, condensation, extremes of temperature, wet or dry rot, **fungi** or **spores**.
- c) Repeated damage to property.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such gradual damage.

12) Impact by Water-borne Objects

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by impact by water-borne objects, including ice.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss,

damage or expenses.

However, we insure loss or damage caused directly to insured property by a fire or explosion resulting from such an impact.

13) Loss or Damage Caused by Animals

WE DO NOT INSURE loss or damage caused by vermin, insects, birds, rodents, raccoons and bats.

However, we insure loss or damage to:

- insured property caused directly by an insured peril under this insurance policy and resulting from loss caused by such animals;
- building glass.

14) Loss or Damage Caused by a Pollutant

WE DO NOT INSURE:

- a) Loss or damage caused by **pollutants** (including fuel oil) which are discharged, dispersed or released or which escape as part of an industrial or agricultural activity.

However, we insure loss or damage caused directly to insured property when such discharge, dispersal, release or escape results from an insured peril under this insurance policy.

We also insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such discharge, dispersal, release or escape.

- b) Loss or damage caused by the discharge, dispersal, release or escape of fuel oil from:
- any tank, apparatus or supply line located on the **premises or common portions**;
 - any tank, apparatus or supply line that you own or that is in your care, custody or control, wherever located.

Exclusion b) above applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

However, we insure loss or damage caused directly to insured property when such discharge, dispersal, release or escape results from a fire or explosion.

We also insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such discharge, dispersal, release or escape.

15) Marring, Scratching or Breakage

WE DO NOT INSURE marring or scratching of any property or breakage of any fragile articles, except if such loss or damage is caused directly by one of the following insured perils:

- Fire;
- Lightning;
- Fluctuations in artificially generated electric currents;
- Explosion;
- Smoke;
- Impact by objects which strike the exterior of the building;
- Impact with a vehicle or aircraft;
- Riot;
- Vandalism;



- Water damage;
- Hail;
- Windstorm;
- Weight of ice and snow;
- **Transportation accidents;**
- Theft or attempted theft.

16) Moving of Buildings

WE DO NOT INSURE loss or damage resulting from moving the dwelling building or **detached private structures** from the moment the building or structure is removed from its foundation or supports until the moment it is attached to a permanent foundation or to permanent supports.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

17) Nuclear Incident

a) WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by any nuclear accident as defined in any nuclear liability act, law or statute, or by nuclear explosion.

b) WE DO NOT INSURE loss or damage caused by contamination by radioactive material.

These exclusions apply whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

18) Reactive Minerals

WE DO NOT INSURE loss or damage caused by pyrite, pyrrhotite or any other reactive mineral, whether in the ground or in a construction.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such minerals' reaction.

19) Settling

WE DO NOT INSURE loss or damage caused to property by its settling, expansion, contraction, moving, bulging, buckling or cracking, except where such loss or damage results from an insured peril under this insurance policy.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting therefrom.

We also insure damage to the building glass.

20) Sharing Economy Activity

WE DO NOT INSURE loss or damage caused to property involved in a **sharing economy activity**.

However, see *Extensions of Coverage – Sharing Economy and Rental Activity*.

21) Terrorism

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by **terrorism** or by any activity or decision of a

government agency or other entity to prevent, respond to or terminate **terrorism**.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

22) Theft or Attempted Theft

WE DO NOT INSURE loss, damage or expenses caused by theft or attempted theft:

a) Occurring at any location which you own or rent, other than the primary dwelling described on the *Coverage Summary* page or the residence of **students** insured under this insurance policy.

However, exclusion a) above does not apply if the theft or attempted theft occurs while you are temporarily living at the location.

Refer also to *Extensions of Coverage – Property Located Away From the Premises*.

b) Committed by any tenant or member of the tenant's household to property used by them.

c) Of any part of a dwelling building under construction on the **premises or common portions**.

Materials and supplies for use in the construction and personal property located on or adjacent to the area are also excluded.

Exclusion c) above applies until construction is completed and the dwelling building is ready to be occupied.

d) Of any part of a building that is under construction off the **premises and common portions**.

Materials and supplies for use in the construction and personal property located on or adjacent to the area are also excluded.

Exclusion d) above applies until construction is completed and the building is ready to be occupied.

e) Occurring while the dwelling building is **vacant**, even if we agreed to maintain this insurance policy in force during the vacancy period.

Exclusion e) above applies from the date the dwelling building becomes **vacant**.

f) Of insured property stored in a warehouse after the first 30 days of storage. This 30-day period commences on the date you begin to store property but does not extend beyond the date your policy term ends.

23) Use of Premises

WE DO NOT INSURE **occurrences** that occur while all or part of the **premises or common portions**, is used, with your knowledge, for:

a) **Business** purposes, other than **telework**, not mentioned on the *Coverage Summary* page;

b) Farming purposes for **remuneration** not mentioned on the *Coverage Summary* page;

c) Criminal activity.

**24) Vacancy**

WE DO NOT INSURE **occurrences** that occur after the dwelling building has, with your knowledge, been **vacant** for more than 30 consecutive days.

25) Vandalism

WE DO NOT INSURE loss or damage caused by an act of vandalism:

- a) Committed while the dwelling building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

Exclusion a) above applies from the date construction begins or the date the dwelling building becomes **vacant**.

- b) Resulting from the use of all or part of the **premises** for drug operations.

"Drug operations" include cultivating, harvesting, processing, manufacturing, distributing or selling any substance regulated under the *Controlled Drugs and Substances Act*.

26) War

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by invasion, war or civil war, insurrection, rebellion, revolution, military force or usurped power or by operation of armed forces while engaged in hostilities, whether war is declared or not.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

27) Water Damage

WE DO NOT INSURE:

- a) Loss or damage caused by water originating from continuous or repeated escape, overflow or backing up of water, whether or not you were aware of such escape, overflow or backing up.
- b) Loss or damage caused by water originating from escape, overflow or backing up of:

- eavestroughs, downspouts or rainwater leaders;
- French drains;
- sewer connections;
- sewers;
- septic tanks, drain fields or other wastewater treatment systems;
- ditches;
- sumps, **retention tanks** or **holding ponds**.

Loss or damage caused by water originating from an overflowing sump, **retention tank** or **holding pond** remain excluded even if the overflow is caused by a discharge pump that stops working due to a power outage caused by windstorm, rain, hail, freezing rain or a combination of these.

- c) Loss or damage caused by water originating from a rupture due to freezing of a **plumbing system** or of a **domestic water container or appliance** located inside an unheated

building, during the regular heating season, or outside a building.

However, we insure loss or damage caused directly by water originating from rupture of the drinking water main supplying the dwelling building.

- d) Loss or damage caused by water originating from a rupture due to freezing of a **plumbing system** or of a **domestic water container or appliance** located inside a heated building, during the regular heating season, when the **premises** have been unoccupied for more than 15 consecutive days.

However, exclusion d) above does not apply if, beyond that 15 day period:

- you arranged for a competent person to enter your dwelling daily to make sure that heating was being maintained; or
- you shut off the water supply and drained all the installations and appliances.

- e) Loss or damage caused by ground or surface water entering or seeping into the building.

However, exclusion e) above does not apply if the water enters or seeps in through an opening which was created suddenly and accidentally by an insured peril under this insurance policy.

- f) Loss or damage caused by rain, snow, melting snow or melting ice entering or seeping through the roofs or walls of the building, or an opening therein.

However, exclusion f) above does not apply if the water enters or seeps through an opening which was created suddenly and accidentally by an insured peril under this insurance policy.

- g) Loss or damage caused by run-off of ground or surface water.

- h) Loss or damage caused by water while the dwelling building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

Exclusion (h) above applies from the date construction begins or the date the dwelling building becomes **vacant**.

28) Water Table

WE DO NOT INSURE loss, damage or expenses resulting directly or indirectly from the water table.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

However, we insure loss or damage caused directly to insured property by a fire or explosion due to the water table.

29) Wilful Negligence or Criminal Act

WE DO NOT INSURE **occurrences** resulting from any wilful negligence or criminal act by an **Insured**.

However, this exclusion does not apply to an **Insured** who has not committed and is not involved in the wilful negligence or criminal act.



30) Work on Property

WE DO NOT INSURE loss or damage to property while the property is being worked on or undergoing any process when such loss results directly from the work or process.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such work.

BASIS OF SETTLEMENT

Subject to the *General Conditions* of the policy, we will pay for any insured loss or damage arising out of an **occurrence**, up to the applicable amount(s) of insurance.

After each **occurrence**, you remain covered for the same amounts of insurance. Any payment for loss or damage will not reduce the amounts of insurance provided by this policy.

If any property is subject to more than one limitation, only the lowest limitation will apply.

INCREASING OF AMOUNTS OF INSURANCE (INFLATION RELATED)

In the case of an insured **occurrence** under this insurance policy, we will automatically increase the amounts of insurance written for Coverage A, C and D on the *Coverage Summary* page according to the inflation increase since the most recent change to these amounts.

This protection applies only if *Inflation Protection* is written on the *Coverage Summary* page.

DEDUCTIBLE

The deductible is the amount of the insured loss that you must assume. This amount is written on the *Coverage Summary* page.

The deductible applies before any limitation.

The deductible does not apply if all insured property is a total loss.

The applicable deductible is reduced to \$100 per event if the **loss** is only breakage of glass.

DWELLING AND IMPROVEMENTS AND BETTERMENTS

For loss or damage sustained by property insured under Coverage A – *Dwelling and Improvements and Betterments*, we will pay based on one of the two options below.

If the conditions of *Option 1 – Repair or Replacement Cost Without Deduction for Depreciation* are not met, we will pay for insured loss based on *Option 2 – Actual Cash Value*.

Option 1 – Repair or Replacement Cost Without Deduction for Depreciation

If the following conditions are met, we will pay the cost, at the date of the **occurrence**, to repair or replace, whichever is lower, the property insured under Coverage A – *Dwelling and Improvements and Betterments*.

- Repair or replacement must be made on the same location.
- Materials used to repair or rebuild must be of similar quality as the materials in place prior to the **occurrence**.
- Repair or replacement must be done within a reasonable time after the **occurrence**.

- The building occupancy must be the same as prior to the **occurrence**.

The amount of insurance paid will not take into account depreciation.

This option does not apply to dilapidated **detached private structures** that are not useable for their original purpose.

Option 2 – Actual Cash Value

We will pay the actual cash value.

The actual cash value will take into account the cost to repair or replace, whichever is lower, at the date of the **occurrence**, using materials of similar quality as the materials in place prior to the **occurrence**, less any depreciation.

In determining depreciation we will consider, among other factors, the condition of the property before the **occurrence**, its resale value and its life expectancy.

PERSONAL PROPERTY

For loss or damage sustained by personal property insured under Coverage C – *Personal Property (Contents)*, we will pay based on one of the two options below.

If the conditions of *Option 1 – Repair or Replacement Cost Without Deduction for Depreciation* are not met, we will pay for the insured loss or damage based on *Option 2 – Actual Cash Value*.

Option 1 – Repair or Replacement Cost Without Deduction for Depreciation

If the following conditions are met, we will pay the cost, at the date of the **occurrence**, to repair or replace, whichever is lower, the personal property covered under Coverage C – *Personal Property (Contents)*.

- Repair or replacement must be made with property of like kind and quality.
- Repair or replacement must be made within a reasonable time after the **occurrence**.

The amount of insurance paid will not take into account depreciation.

This option does not apply to:

- property that was not useable for its original purpose or had not been maintained in workable condition;
- objects that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings and sculptures;
- objects whose age or history contributes to their value, such as memorabilia, souvenirs and collectibles.

Option 2 – Actual Cash Value

We will pay the actual cash value.

The actual cash value will take into account the cost to repair or replace, whichever is lower, at the date of the **occurrence**, using property of like kind and quality, less any depreciation.

In determining depreciation we will consider, among other factors, the condition of the property before the **occurrence**, its resale value and its life expectancy.



SUBROGATION

Upon making a payment, we will be subrogated to your rights of recovery against others liable for the loss.

Subrogation applies up to the amount paid.

However, we agree to waive our right of subrogation, except with respect to criminal or intentional acts or vehicle impact, as to any claim against:

- a) the **syndicate's** directors, its property managers, agents and employees;
- b) a unit owner and, if residents of the household of a unit owner, his or her **spouse**, the relatives of either and any other person under 18 years of age in the care of a unit owner or his or her **spouse**, and against the **syndicate**, provided you have waived your right of legal action against such person prior to the loss.

Independent contractors shall not be considered agents or employees of the **syndicate**, its directors or property managers or of the **unit** owner.

Any release from liability entered into by you prior to the **occurrence** does not affect your right to recover.

SECTION II CIVIL LIABILITY COVERAGES

For this section, please refer to the document **FORM 5441 – PERSONAL CIVIL LIABILITY COVERAGE INCLUDING TENANT'S LEGAL LIABILITY - BROAD FORM**, if applicable.