

## C2 – Tenants – Prestige Form

### YOUR POLICY

*Conditions common to both Tenants policies.*

#### Note:

**The sections indicated below are an integral part of each of the Tenants forms (C1- Standard) and (C2-Prestige):**

"Agreement and Period of Insurance and Effective Date";  
"Definitions";  
"Conditions Applicable to all Sections"; "Conditions Applicable to Property Insurance";  
"General Exclusions Applicable to Property Insurance"; and  
"Loss Settlement Conditions".

#### Agreement

We will provide the insurance described in this policy in return for the money you pay and your compliance with the terms of this insurance.

#### Period of Insurance and Effective Date

This insurance is effective for a period beginning and ending at 12:01 a.m. at your principal residence named on the Declarations page and on the dates shown on the Declarations page.

### DEFINITIONS

**Applicable to ALL sections of your policy as well as the Optional Additional Coverages and Endorsements**

#### Underwriters

Throughout this policy the words "we", "us" and "our" refer to certain Underwriters at Lloyd's, London, England who provide this insurance.

#### Insured

We insure the person(s) named on the Declarations page and, if residents of the same household, the spouse or same sex partner (as defined), the relatives of either and any other person in the care of a person insured. The terms of this insurance apply to each person insured.

In addition, a student who is enrolled in and actually attends a school, college or university and is dependent on the Named Insured or his or her spouse or same-sex partner for support and maintenance is also insured even if temporarily residing away from the principal residence.

Throughout this policy the words "you" and "your" refer to any person insured, or collectively, to all persons insured. Persons insured under this policy may also be referred to as "an insured", "any insured" or "person insured".

#### Spouse

In this policy the word "spouse" means a man or woman who:

1. Is married to and living with the Named Insured; or
2. Has been living with the Named Insured as husband and wife for two years, or for one year if:
  - a) a child has been born or is to be born of their union;
  - b) they have jointly adopted a child; or
  - c) one of them has adopted a child of the other.

#### Same-sex Partner

In this policy, the term "same-sex partner" means a person of the same sex who has been living with the Named Insured for two years in a relationship as a couple or family.

#### Residence Premises

In this policy the words "residence premises" mean the land contained within the lot lines on which the unit is situated.

#### Personal Property

In this policy the words "personal property" shall, subject to the coverages, exclusions and conditions of this insurance, mean tangible, moveable property, but excluding interest or rights in property and evidences of debt or title.

#### Civil Authority

The term “civil authority” referred to in this policy shall mean any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province, and/or any person acting with authority under a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

#### **Plumbing System**

“Plumbing system” means water supply distribution and disposal piping on the premises, including appliances and equipment attached thereto, between their connection points to a public or private system.

### **CONDITIONS APPLICABLE TO ALL SECTIONS**

#### **Liberalization of Coverage**

If, while your insurance is in force, we were to revise the wordings within this booklet such that the coverages would be broadened **without additional premium**, the broader coverages would apply to your policy as well.

#### **Assignment**

The assignment of this insurance to others is **not** effective unless and until we give our written consent.

#### **Recovery of Loss from Others**

You may waive in writing **before a loss** but never **after a loss** your rights of recovery from any person. If you do not waive your rights we may require you to assign them to us for any loss where we have made payment. You are asked to cooperate in every way possible to assist in recovery from others.

#### **Important Notice**

If any of the terms of this policy conflict with any local or Provincial statute, this insurance is amended to conform to the applicable statute.

### **CONDITIONS APPLICABLE TO PROPERTY INSURANCE**

#### **Time Element**

This insurance applies only to loss or damage which occurs during the period of insurance stated on the Declarations page.

#### **Deductible**

We will pay for that portion of any loss or damage which exceeds the deductible amount shown on the Declarations page up to the limit of insurance for any one occurrence.

#### **Occupancy of Premises**

Any use of the premises other than for normal dwelling occupancy, or any condition of vacancy, must be reported to us as soon as practicable, but not later than 30 days after the change in occupancy or the beginning of the vacancy.

However, the premises may remain vacant for up to one school term. You may make alterations, additions and repairs to your premises without notice to us. (Refer to “General Exclusions Applicable to Property Insurance” – “Vacancy”).

#### **Notice to Authorities**

When any loss is believed to be caused by theft, disappearance or any illegal act of others, you must give immediate notice to the police or other authorities having jurisdiction.

#### **Protection of Property from Loss**

You must use all reasonable means to protect the insured property from loss or damage when endangered by an insured peril, and to save and preserve such property during and after the time of loss or damage.

#### **Insurance not to Benefit Others**

No person or organization having custody of any property covered by this insurance, and receiving payment for such services, shall benefit from this insurance.

#### **Other Insurance**

The insurance provided by this policy is over and above any other valid insurance, other than insurance written specifically to apply as additional to our limits of liability in this insurance.

When both this insurance and other insurance(s) provide coverage on the same basis for loss or damage, then we will pay only our share. Our share is the proportion which our limit of insurance bears to the total limits, or amounts of insurance, of all policies which provide coverage.

### **GENERAL EXCLUSIONS APPLICABLE TO PROPERTY INSURANCE**

#### **We do not cover:**

##### **War Risk**

Loss or damage caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power.

### **Nuclear Risk**

Loss or damage caused directly or indirectly by:

- a. Any 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 by radioactive material.

### **Pollutants**

Loss or damage arising out of the actual or threatened discharge, dispersal, release or escape of pollutants.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.

The sudden and accidental discharge of fuel oil which is contained in a fixed fuel tank, apparatus or pipes used to heat the insured dwelling will not be considered a "pollutant" within this definition.

However, we **do not** cover:

- a. Loss or damage arising from pollutants emanating from an underground fuel tank. Fuel tanks that are located in the basement of a property are deemed to be above ground;
- b. Loss or damage resulting from gradual leakage or seepage.

### **Earth Movement**

Loss or damage caused by snowslide, earthquake, landslide or other earth movement, except for ensuing loss or damage which results from fire or explosion.

### **Criminal Act or Wilful Negligence**

Loss or damage resulting from any criminal act or wilful negligence by an Insured, but this exclusion does not apply to any other Insured who has not committed and is not involved in the criminal act or wilful negligence.

### **Ordinance or Law**

Loss or damage caused directly or indirectly from the enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure.

### **Vacancy**

Loss or damage caused directly or indirectly after the building insured has been, to your knowledge, vacant for more than 30 consecutive days, unless previously agreed to by us.

"Vacancy" means the occupants have moved out with no intention to return. A newly constructed dwelling is vacant after it is completed and before the occupants move in.

### **Property not Covered**

- a. Property illegally acquired or kept;
- b. Property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- c. Aircraft and parts;
- d. Motorized vehicles and trailers, including their furnishings and equipment, other than:
  - 1) motorized wheelchairs, motorized golf carts, remote-control caddies, watercraft, "drawn machinery", motorized lawn mowers, other gardening equipment and snow blowers;
  - 2) vehicles used to service your premises which are not licensed for road use;
- e. Buildings used for commercial or farming purposes, unless such use is stated on the Declarations page;
- f. Property pertaining to a business is only covered up to \$1,500 in all, (on the Prestige form, the limit is \$2,000) **and only while on your residence premises;**
- g. Lawns and outdoor trees, plants and shrubs. (However, these are covered under the Prestige form - refer to the section entitled "Extensions of Coverage".

## **LOSS SETTLEMENT CONDITIONS APPLICABLE TO PROPERTY INSURANCE**

Subject to the General Conditions or Statutory Conditions which form part of this policy, your insured losses will be settled as follows:

### **Insurable Interest**

We will not pay to any Insured any amount greater than the Insured's interest, at the time of loss, in the property covered by this insurance.

**Limit of this Insurance**

Regardless of the number of persons insured or persons having claim under this insurance, or the value of the damaged property, we will not pay more for any loss than our applicable limit of this insurance.

**Valuation of Property and Loss Payment**

An insured loss will be paid on the basis of the value of the damaged property at the time of the loss. This value will be determined as follows:

**A. On Personal Property**

On personal property, fixtures, equipment and structures that are not buildings, an insured loss will be paid on the basis of Replacement Cost:

1. Being the cost to repair or replace, whichever is less, at the time of the loss or damage with new materials of like kind and quality, without deduction for depreciation;
2. Provided the repair or replacement is executed with due diligence and promptly;
3. The amount we pay will be the lesser of the actual expenditure to repair or replace, but not exceeding the applicable limit of insurance.

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

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

**If You do not Repair or Replace**

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

**B. Optional Additional Coverages (if applicable)**

Optional additional coverages and those provided by endorsement to your policy will be settled on an Actual Cash Value basis unless otherwise specified.

**Actual Cash Value Basis**

Actual Cash Value will take into account the cost of replacement, less any depreciation or obsolescence. In determining depreciation, the condition immediately preceding the damage, the resale value and the normal life expectancy will be taken into consideration.

We will pay **the lesser** of:

1. The cost to repair or replace the damaged property with material of like kind and quality;
2. The actual cash value of the articles at the time of the loss;
3. The applicable limit of insurance.

We reserve the right to repair or replace the article(s).

**Loss to a Pair, Set, or Parts**

In the case of an insured loss to a pair, set, or a part of an article which consists of several parts when complete, we have the option to:

1. Repair or replace any part to restore the property to its value before the loss, or
2. Pay the difference between the Actual Cash Value of the property before and after the loss.

**Loss Payments shall not Reduce Limits**

Any loss or damage shall not reduce the amounts of insurance provided under Section One (Property Insurance).

## SECTION ONE PROPERTY INSURANCE

### Limits of Insurance

We will pay up to the applicable limit of insurance shown on the Declarations page for the following:

#### Personal Property

We cover your personal property while at the residence premises.

We also cover that personal property anywhere in the world while it is temporarily removed from the residence premises, or if it is newly acquired.

The personal property owned by others is covered at your option while that property is in your care or custody, or in any part of a residence occupied by you, but we **do not** insure the property of roomers or boarders who are not related to you.

The personal property of a residence employee is covered at your option while that property is in a residence of yours or is with the employee while he or she is travelling for you.

Personal property normally kept at your place of business is insured up to \$1,000 in all.

If you are not the owner of the building, we also insure dwelling improvements and betterments made by you or acquired at your expense.

### SPECIFIC LIMITS OF INSURANCE

The following categories of personal property are subject to the specific limits of insurance shown below **for any insured peril**. These are the total limits for all property included in each category.

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

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

- \$ 500 for money, bank notes and bullion;
- \$ 5,000 for securities, whether they are stored on your premises or at a bank or other financial institution;
- \$ 2,000 for manuscripts;
- \$ 2,500 for watercraft, including equipment, furnishings and outboard motors;
- \$ 5,000 for computer software and information stored in memory or media. However, loss or damage caused by programming error or by incorrect instruction to the computer is not covered. (For business computer data refer to "Property not Covered" "f." in the section entitled "General Exclusions Applicable to Property Insurance");
- \$ 2,500 for animals, birds or fish, but we **do not** cover loss by theft or impact by vehicles, watercraft or aircraft;
- \$ 5,000 for collectible cards, such as sports cards, and comic books.

The following categories of personal property are subject to the specific limits of insurance shown below, **but only for property which is lost, stolen or misplaced**. These are the total limits for all property included in each category. These are the total limits for all property included in each category.

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

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

- \$ 500 for coin collections, including numismatic property;
- \$ 2,000 for stamp collections, including philatelic property;
- \$ 6,000 for fur garments and garments trimmed with fur, jewellery, watches, precious and semiprecious stones;
- \$10,000 for silverware, silverplated ware, goldware, goldplatedware and pewterware;
- \$ 1,000 for each bicycle, including equipment and accessories.

### Additional Living Expenses

If the Residence Premises insured become uninhabitable because of damage caused by a peril insured against, we provide the following coverage:

1. Additional Living Expense, which means any necessary **increase** in living expenses, including moving expenses, if necessary, incurred by you so that your household can maintain its normal standard of living.

2. Rental Value, which means the fair rental value of that part of the premises rented or held for rental by you. However this **shall not** include any expense that does not continue while the premises are uninhabitable.
3. Loss of Income, which also includes any loss of wage or salary of the person or the spouse of the person named on the Declarations page resulting from a peril insured, subject to a maximum of \$200 per week.

Any payment for loss of use or increased cost of living (as defined above) shall be for the shortest time required to repair or replace the premises or, if you permanently relocate, for you to settle elsewhere.

This coverage also includes loss of use for a period not exceeding two weeks, during which time use of your premises is prohibited by the civil authorities because of direct damage to neighbouring premises caused by a peril insured against.

The period of time covered **is not** limited by expiration of this insurance.

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

### **Additional Living Expenses – Mass Evacuation**

We will pay the necessary and reasonable increase in living expense incurred by you while access to your dwelling is prohibited by order of civil authority, but only when such order is given for mass evacuation as a result of a sudden and accidental event within Canada or the United States of America. You are covered for a period not exceeding two weeks from the date of the order of evacuation.

You **are not** covered for any claim arising from evacuation resulting from:

- a. Flood, meaning waves, tides, tidal waves and the rising of, the break out or the overflow of, any body of water, whether natural or man-made;
- b. Earthquake;
- c. War, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- d. Directly or indirectly:
  - a. any 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 ensuring loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas
  - b. contamination by radioactive material.
- e. Evacuation due to any kind of contagion

### **PERILS YOU ARE INSURED AGAINST**

We insure the property in this Section One against all risks of direct physical loss, destruction or damage, other than the risks listed below and those mentioned in the "General Exclusions applicable to Property Insurance".

We **do not** cover loss or damage:

- a. Caused by wear and tear, deterioration, defect or mechanical breakdown, rust or corrosion, extremes of temperature, wet or dry rot or mould, smog and contamination;
- b. Caused by smoke from industrial or agricultural operations;
- c. Due to settling, expansion, contraction, moving, bulging, buckling or cracking of the building;
- d. Caused by vermin, rodents or insects;
- e. Caused directly or indirectly after the building containing the property insured, has been, to your knowledge, vacant for more than 30 consecutive days, unless previously agreed by us;
- f. Caused by flood, surface water, spray, waves, tidal waves, waterborne objects or ice, all whether driven by wind or not, except loss or damage resulting:
  - i. from fire, explosion, theft;
  - ii. from the escape of water from a public water main, swimming pool or equipment attached;
  - iii. to personal property in transit
- g. Caused by continuous or repeated seepage of water or steam over a period of time from within a plumbing, heating or air conditioning system, sprinkler system, waterbed, aquarium or household appliance;
- h. Caused by seepage or leakage of water below the surface of the ground including through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings, unless the loss or damage resulted from the escape of water from a public water main, swimming pool or equipment attached;
- i. Caused by freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to fence, pavement, patio,

- swimming pool and equipment, water main, sewer, foundation, retaining wall, bulkhead, pier, wharf or dock;
- j. Caused by freezing of a plumbing, heating, sprinkler or cooling system or an appliance which uses or holds water which is not within a building in which heat is maintained during the heating season;
- k. Caused by freezing of a plumbing, heating, sprinkler or cooling system or an appliance which uses or holds water while your premises are **unoccupied** in excess of **seven consecutive days** (i.e. 168 hours) **unless**;
  1. you have shut off the water supply and drained the system and appliances of water, or
  2. you have maintained heat in the building and have made arrangements to assure that heat is continued during any time the premises are unoccupied.
- l. Caused by breakage of sporting equipment where the loss or damage is due to its use;
- m. Due to marring, scratching and breakage of fragile articles such as: art glass windows, glassware, statuary, marble, bric-a-brac and porcelains, unless caused by fire, theft or attempted theft, earth movement, explosion, falling objects striking the exterior of a building, collapse of a building or part thereof, water, impact by aircraft or landing vehicle, lightning, riot, smoke, vandalism or malicious acts, windstorm or hail, or by accident to land vehicle, watercraft or aircraft, or by rupture of a plumbing, heating or air conditioning system or household appliance.
- n. conditioning system or household appliance.
- o. To 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 insured is covered.
- p. We do not cover the cost of making good faulty design, material or workmanship.

## EXTENSIONS OF COVERAGE

Within the limits of insurance shown on the Declarations page the following additional coverage is given:

### Removal and Safeguard Expenses

We will reimburse you for the reasonable expenses incurred by you to protect your property from further damage following the occurrence of an insured peril, or to remove property from your premises when endangered by an insured peril.

**Personal Records Stored in a Personal Computer:** We will pay for data recovery of personal records lost because of a peril not otherwise excluded. To the extent that data recovery of personal records is not possible, we will pay for data recreation. Coverage under this feature is limited to maximum of \$3,000. The deductible applies to this coverage

We also will cover for direct loss from any insured peril the property which is removed from your premises to protect it from damage from an insured peril. This coverage applies for a period of 14 days but not exceeding the expiry date of this insurance, and no deductible is applied to any payment by us under this extension of coverage.

### Debris Removal

We will pay the reasonable expenses you incur for the removal of debris following an insured loss to your property.

### Tear Out

We will replace or repair any parts of your improvements and betterments that must be removed or torn apart before repairs can be made to a plumbing, heating, air conditioning or sprinkler system, domestic appliance, aquarium or water bed having caused insured damage, **except damage related to an outdoor swimming pool or equipment attached, public water mains carrying drinking water or public sewers.**

### Loss Caused by Change of Temperature

We will cover any loss or damage to personal property caused by a temperature change after your dwelling or other structure insured under this insurance has been damaged by an insured peril.

### Moving to Another Home

We insure your personal property that is being moved to another location within Canada which is to be occupied by you as your principal dwelling. The limit of insurance for Personal Property will be divided between the premises, in transit and at the new location on the basis of the percentage of the total value of the property at your premises, in transit and at the new location. This coverage applies only for a period of 30 days from the date you commenced removal.

### Food Spoilage

We will pay up to \$1,000, without deductible, for the loss of or damage to food while contained in a food freezer located on your residence premises caused by mechanical breakdown of the freezer or power failure.

Within this limit, we will reimburse any reasonable expenses incurred by you to reduce or avert a loss.

### Fire Department Charges

If you have a legal liability to, or an agreement with, a fire department outside the municipality where your dwelling is located, we will reimburse you for up to \$2,000, without deductible, if that fire department charges for having been called to save or protect property from a "Peril You Are Insured Against".

**Lock Replacement**

We will pay up to \$500, without deductible, to replace the locks of your residence premises if your keys are stolen.

**Reward Coverage**

We will pay up to \$500, without deductible, to any individual or organization, other than police while in the line of duty, for information leading to the arrest and conviction of any person or persons who commit any illegal act resulting in covered loss or damage to the property insured.

**Damage to Dwelling**

You may apply up to \$500 of your Personal Property insurance to pay for damage to your dwelling directly caused by theft or attempted theft, by vandalism or malicious acts.

**Trees, Plants, Shrubs, and Lawns**

Trees, plants, shrubs, and lawns for an amount not exceeding 5% of the limit of the insurance applicable to Personal Property. The limit for any one tree, plant or shrub is \$500, including debris removal.

However, these items are insured only against loss or damage caused by fire, lightning, explosion, theft or attempted theft, vandalism, malicious acts, civil disturbances, riot, impact by vehicles, watercraft or aircraft.

We **do not** cover any property grown for commercial purposes.

**Inflation Protection**

The limits of insurance applicable to Section One shown on the Declarations page will be automatically increased (if applicable) by amounts which are solely attributable to the inflation increase since the most recent of:

1. The effective date of this policy;
2. The last renewal date of this insurance;
3. The date of the latest change to the limits of insurance.

**SECTION TWO - PERSONAL LIABILITY INSURANCE****DEFINITIONS of certain terms used in this Section Two Insured**

"You" and "your" in this Section have the same meaning as defined in "Your Policy" – "Definitions".

**Additional Insureds**

In addition, the following persons are insured:

1. Any person or organization legally liable for damage caused by a watercraft or animal owned by you, and to which this insurance applies. This does not include anyone using or having custody of the watercraft or animal in the course of any business or without the owner's permission;
2. Any person while performing duties as your residence employee;
3. Your legal representative having temporary custody of the insured premises, if you die while insured by this policy, for legal liability arising out of the insured premises;
4. Any person who is insured by this policy at the time of your death and who continues residing on the insured premises.

**Bodily Injury and Property Damage**

"Bodily Injury" means bodily injury, sickness or disease or resulting death. "Property Damage" means damage to, or destruction of, or loss of use of property.

**Residence Employee**

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

**Premises**

"Premises" means all premises where the person(s) named as Insured on the Declarations page, their spouse or same-sex partner maintains a residence, provided such premises are specifically described on the Declarations page. It also includes:

1. Other residential premises specified on the Declarations page, except business property and farms;
2. Individual or family cemetery plots or burial vaults;
3. Vacant land you own or rent, excluding farm land;
4. Land where an independent contractor is building a one or two-family residence to be occupied by you;
5. Premises you are using or where you are temporarily residing, if you do not own such premises.

**Watercraft You Own**

You are insured against claims arising out of your ownership, use or operation of watercraft equipped with an outboard motor or motors of not more than 19 kW (25 HP) in total when used with or on a single watercraft.



You are also insured if your watercraft has an inboard or an inboard-outboard motor of not more than 38 kW (50 HP) or for any other type of watercraft not more than 8 metres (26 feet) in length.

If you own any motors or watercraft larger than those stated above, you are insured only if they are shown on the Declarations page. If they are acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of the acquisition.

NB: You are **not insured** if your watercraft is a jet propelled personal watercraft.

### **Watercraft You Do Not Own**

You are insured against claims arising out of your use or operation of watercraft which you do not own, but not for damage to the watercraft itself.

### **Motorized Vehicles You Own**

You are insured against claims arising out of your ownership, use or operation of the following:

1. Self-propelled lawn mowers, snow blowers, garden-type tractors, or implements, used or operated mainly on your property, provided they are not used for compensation or hire, and their trailers;
2. Motorized golf-carts while in use on a golf course, and their trailers;
3. Remote control caddies;
4. Motorized wheelchairs.

### **Motorized Vehicles You Do Not Own**

You are insured against claims arising out of your use or operation of any self-propelled land vehicle, amphibious vehicle or air cushion vehicle including their trailers which you do not own, provided that:

1. The vehicle is not licensed and is designed primarily for use off public roads;
2. You are not using it for business or organized racing. You are not insured for damage to the vehicle itself.

### **Trailers**

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

### **Business or Business Use**

"Business" means a trade, profession or occupation.

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

You are insured against claims arising out of:

1. Your work for someone else as a sales representative, collector, messenger or clerk, provided that the claim does not involve injury to a fellow employee;
2. Your work as a teacher, provided that the claim does not involve physical disciplinary action to a student or injury to a fellow employee;
3. The occasional rental of your residence to others, rental to others of a one or two-family dwelling usually occupied in part by you as a residence, provided no family unit includes more than two roomers or boarders;
4. The rental of space in your residence to others for incidental office, school or studio occupancy;
5. The rental to others, or holding for rent, of not more than three car spaces or stalls in garages or stables;
6. Activities during the course of your trade, profession or occupation which are ordinarily incidental to non-business pursuits;
7. The temporary or part time business pursuits of an Insured under the age of 21 years.

Claims arising from the following business pursuits are insured only if the properties or operations are declared on the Declarations page:

1. The rental of residential buildings containing not more than six dwelling units;
2. The use of part of your residence by you for incidental office, school or studio occupancy.

### **Aircraft**

The term aircraft includes Hang Gliders and all other devices which will bear the weight of an individual and become airborne when towed behind a motor vehicle, watercraft or aircraft, or by free flight from land elevations or structures.

The term does not apply to model aircraft.

## **COVERAGES**

### **Limit of Liability**

This insurance applies only to accidents or occurrences which take place during the period of insurance indicated on the Declarations page. We provide coverage up to the limit of insurance shown on the Declarations page, for any one accident or occurrence.

### **Separate Insureds**

Each person insured is a separate insured, but this does not increase the limit of insurance.

## **PERSONAL LIABILITY INSURANCE**

We will pay all sums on your behalf which you become legally liable to pay as compensatory damage because of bodily injury or property damage. We **will not** pay any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages.

The amount of insurance is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence.

You are insured for claims made against you arising from:

**A. Personal Liability**

Legal liability for unintentional bodily injury or property damage arising out of your personal actions anywhere in the world.

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

- a. The ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided in the policy. (Refer to the section entitled "Definitions of Certain Terms");
- b. Damage to property you own, use, occupy or lease;
- c. Damage to property in your care, custody or control;
- d. Damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
- e. Bodily injury to you or to any person residing in your household other than a residence employee.

**B. Premises Liability**

Legal liability arising out of your ownership, use or occupancy of the premises. This insurance also applies if you assume, by a written contract, the legal liability of other persons in relation to your premises.

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

- a. Damage to property you own, occupy or lease;
- b. Damage to property in your care, custody or control;
- c. Damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
- d. Bodily injury to you or to any person residing in your household other than a residence employee.

**C. Tenants Legal Liability**

Legal liability for unintentional property damage caused directly to premises or their contents which you are using, renting or have in your custody or control.

You **are not** insured:

- a. For liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force.

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

- b. Wear and tear or deterioration;
- c. Dampness or dryness of atmosphere, condensation, extremes of temperature, exposure to light, contamination, change in colour, rust, corrosion, mould, dry or wet rot;
- d. Loss or damage to tools, bicycles or sporting equipment where the loss or damage is due to their use;
- e. Loss or damage to electrical devices or appliances caused by electrical currents other than lightning, unless fire ensues, and then only for the resulting damage;
- f. Loss or damage to watercraft, motorized vehicles or aircraft;
- g. Loss or damage caused by animals, birds or fish;
- h. Loss or damage to real or personal property while undergoing any process or while actually being worked upon, but resulting damage to other property is insured;
- i. Any event, unless sudden and accidental;
- j. Loss or damage occurring after your dwelling or unit has, to your knowledge, been vacant for more than 30 consecutive days.

We **do not** insure:

- k. Loss or damage caused by water **unless** the loss or damage resulted from:
  - 1) the sudden and accidental discharge or overflow of water from public water mains carrying drinking water;
  - 2) the sudden and accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, aquarium, water bed, swimming pool or equipment attached;
  - 3) freezing of any part of a plumbing, heating, sprinkler or air conditioning system, domestic appliance, aquarium, water bed, swimming pool or equipment attached, which is located inside an insured building heated during the usual heating season;
  - 4) water which enters through an opening which has been created suddenly and accidentally by an insured peril."Plumbing system" means water supply, distribution and disposal piping on the premises, including appliances and equipment attached thereto, between their connection points to a public or private system.

**You are not insured for claims arising from loss or damage:**

- a) to public water mains carrying drinking water or public sewers;
- b) to a system or appliance from which the water escaped;
- c) caused by the backing up or escape of water from a sewer, sump, septic tank, eavestrough or downspout;
- d) caused by flood, surface water, spray, waves, tides, tidal waves, waterborne objects or ice, all whether driven by wind or not;

- e) occurring while the building is under construction or vacant, even if we have given permission for construction or vacancy.
- l. Mysterious disappearance;
- m. Loss or damage caused directly or indirectly, proximately or remotely, arising in consequence of or contributed to by the enforcement of any bylaw, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.

**Nor are you insured for claims made against you arising from:**

- n. Marring, scratching of any property or breakage of any fragile or brittle articles, such as glasses, glassware, marble, porcelain and china, unless caused by fire, explosion, smoke or water damage;
- o. Damage to trees, plants, shrubs and lawns permanently in the open on your premises, unless caused by fire or explosion;
- p. Damage to trees, plants and shrubs which are usually inside a dwelling and to animals, birds or fish, unless caused by fire, explosion, smoke or water damage.

**D. Employer's Liability**

Legal liability for unintentional bodily injury to residence employees arising out of and in the course of their employment by you. You are not insured for claims made against you resulting from the ownership, use or operation of aircraft while being operated or maintained by your employee.

You are not insured for liability imposed upon or assumed by you under any Workers' Compensation Statute.

**Claim Investigation and Defense**

We will defend, by counsel of our choice, any suit against you alleging bodily injury or property damage and seeking compensatory damages, even if it is groundless, false or fraudulent. We reserve the right to investigate, negotiate and settle any claim or suit if we decide this is appropriate.

**Additional Payments**

In addition to the limit of insurance, we will pay:

1. All expenses which we incur;
2. All costs charged against you in any suit insured under this coverage;
3. Any interest, and indemnity as defined in the applicable article of the Civil Code of Quebec, accruing after judgment, or where applicable, interest accruing from the date of the action, or determined by the Court, on that part of the judgment which is within the limit of insurance;
4. Premiums for appeal bonds required in any insured suit involving you and bonds to release any property that is being held as security, up to the limit of insurance, but we are not obligated to apply for or provide these bonds;
5. Expenses which you have incurred for emergency medical or surgical treatment to others following an insured accident or occurrence;
6. Reasonable expenses, except loss of earnings, which you incur at our request.

**VOLUNTARY MEDICAL PAYMENTS TO OTHERS**

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

The amount of insurance shown on the Declarations page is the maximum amount we will pay for each person in respect of one accident or occurrence. We **will not** pay expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract.

We **will not** pay your medical expenses or those of persons residing with you, other than residence employees. We **will not** pay medical expenses of any person covered by any Workers' Compensation Statute.

You **are not** insured for claims arising out of the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided in this policy.

You shall attempt to arrange for the injured person, if requested, to:

1. Give us, as soon as possible, written proof of claim, under oath if required;
2. Submit to physical examination at our expense by doctors we select as often as we may reasonably require;
3. Authorize us to obtain medical and other records. Proofs and authorization may be given by someone acting on behalf of the injured person.

**VOLUNTARY PROPERTY DAMAGE PAYMENTS TO OTHERS**

We will pay for unintentional direct damage you cause to property even though you are not legally liable. You may also use this coverage to reimburse others for direct property damage caused intentionally by an insured 12 years of age or under.

You **are not** insured for claims:

- a. Resulting from the ownership, use or operation of automobiles or watercraft;
- b. For property you or your tenants own or rent;
- c. Caused by the loss of use, disappearance or theft of property.

We will pay whichever is the least of the following:

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

We may pay for the loss in money or may repair or replace the property, and may settle any claim for loss of property either with you or the owner of the property. We may take over any salvage if we wish.

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

1. The amount, place, time and cause of loss;
2. The interest of all persons in the property affected;
3. The actual cash value of the property at the time of loss. If necessary, you must help us to verify the damage.

## **GENERAL EXCLUSIONS**

### **APPLICABLE TO PERSONAL LIABILITY INSURANCE**

You **are not** insured for claims arising from:

- a. Loss or damage caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- b. Bodily injury or property damage which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of Insurers;
- c. Your business or any business use of your premises except as defined or specified on the Declarations page;
- d. The rendering or failure to render any professional service;
- e. Bodily injury or property damage caused by your intentional or criminal act or failure to act, or any intentional or criminal act or failure to act by any other person at your direction;
- f. The ownership, use or operation of any aircraft or premises used as an airport or landing strip, and all necessary or incidental operations;
- g. The transmission of communicable disease by an insured;
- h. Indecent acts, sexual assault, sexual, physical, psychological or emotional harassment, corporal punishment or abuse:
  - a) by or with the express or implied consent of an insured;
  - b) by any other person at the direction of an insured;
- i. The ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided in this policy;
- j. Underground fuel tanks or resultant pollutants. Fuel tanks that are located in the basement of a property are deemed to be above ground.

## **CLAIM AND DEFENSE CONDITIONS APPLICABLE TO PERSONAL LIABILITY INSURANCE**

### **Notice of Accident or Occurrence**

When an accident or occurrence takes place, you must immediately give us notice (in writing if required). The notice must include:

1. Your name and policy number;
2. The time, place and circumstances of the accident;
3. The names and addresses of witnesses and potential claimants.

### **Assistance and Co-operation**

You are required to:

1. Help us obtain witnesses, information and evidence about the accident and co-operate with us in any legal actions if we ask you;
2. Immediately send us every demand, notice, letter, document or writ received concerning the claim;
3. Not interfere in any settlement or legal proceeding.

### **Unauthorized Settlements**

You shall **not**, except at your cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of accident.

### **Action Against Us**

You shall not bring suit against us until you have fully complied with all the terms of this policy, nor until the amount of your obligation to pay has been finally determined either by judgment against you or by an agreement which has our consent.

With respect to "Voluntary Medical Payments to Others" and "Voluntary Property Damage Payments to Others", 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.

#### **Other Liability Insurance**

In the event you have other insurance which applies to a loss or claim, our policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

### **SECTION THREE - VOLUNTARY COMPENSATION FOR YOUR RESIDENCE EMPLOYEES**

**This coverage is automatically provided for your occasional residence employees. It will be extended to your permanent residence employees, if so stated on the Declarations page.**

If an employee of yours is injured, or dies accidentally, while actually performing duties for you, even though you are not legally liable, we will, in exchange for a document releasing you from all responsibility for that accident which has been signed by the employee, or by his or her executors if he or she is dead, pay the benefits described in this Section Three.

If your employee, or any person acting on his or her behalf, does not accept these benefits or sues you, we may withdraw our offer, but this will not affect your legal liability insurance.

We have the right to recover from anyone, other than you, who is responsible for the employee's injury or death. An injured employee must, if requested:

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

#### **Exclusions**

The General Exclusions Applicable to Section Two also apply to this Section Three.

We **will not** pay benefits:

- a. For hernia injury;
- b. Where an employee is entitled to receive benefits under any Workers' Compensation Statute.

#### **DEFINITIONS**

Words used in this Section Three (Voluntary Compensation for your Residence Employees) have the same meaning as in Section Two (Personal Liability Insurance).

#### **Employee**

means your residence employee.

#### **Weekly Indemnity**

means two-thirds of your employee's weekly wage at the date of the accident, but we **will not** pay more than two-thirds of the applicable minimum wage per week.

### **SCHEDULE OF BENEFITS**

#### **Loss of Life**

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

1. To those wholly dependent upon him or her, 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; and
2. The actual funeral expenses, up to \$500.

#### **Temporary Total Disability**

If your 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.

#### **Permanent Total Disability**

If your 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.

#### **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 (see schedule) within 26 weeks of the accident, we will pay weekly indemnity for the number of weeks shown.

### **INJURY BENEFITS SCHEDULE**

The number of weeks payable for loss or total irrecoverable loss of use of:

1. Arm or hand 100 weeks

2. One finger	25 weeks
3. Two fingers	50 weeks
4. Three or more fingers	80 weeks
5. Leg or foot	100 weeks
6. One toe	15 weeks
7. Two or more toes	35 weeks
8. One eye	50 weeks
9. Both eyes	100 weeks
10. One ear	50 weeks
11. Both ears	100 weeks

These benefits will be paid in addition to Temporary Total Disability Benefits and Medical Expenses, but **no others**, and no more than 100 weeks for any combination.

#### **Medical Expenses**

If, as a result of the accident, your employee incurs medical expenses, including surgical, dental, pharmaceutical, hospital, nursing and ambulance expenses, within the following 26 weeks, we will pay in accordance with the scale of charges provided by the Workers' Compensation Act of the Province in which the accident occurred, subject to a maximum of \$5,000, in addition to all other benefits.

We will pay the cost of supplying or renewing artificial limbs or braces, made necessary by the accident, for a period up to 52 weeks after the accident, subject to a maximum of \$5,000.

We **do not** cover costs recoverable from other insurance plans.

#### **SECTION FOUR - CREDIT AND DEBIT CARD COVERAGE**

We cover you up to the limit of insurance stated on the Declarations page for loss described below resulting from the dishonesty of others. We **do not** cover:

- a. Loss resulting from the dishonesty of any insured;
- b. Losses arising out of your business pursuits;
- c. Losses caused by the use of your credit card or electronic banking card by a resident of your household or by a person to whom you have entrusted the card.

There is no deductible under this Section.

#### **We cover:**

##### **1. Credit Cards, Debit Cards and Electronic Banking Cards**

Any loss to you caused by your legal obligation to pay because of the theft, forgery, alteration, or unauthorized use of any credit card, debit card or electronic banking card issued to or registered in your name, provided that you comply with all the terms and conditions under which the card was issued.

##### **2. Forgery**

Any loss to you caused by the forgery or alteration of any cheque or negotiable instrument.

##### **3. Counterfeit Money**

Any loss to you through the acceptance in good faith of Canadian or United States of America money subsequently found to be counterfeit.

#### **Conditions**

We may make any investigation and settle any claim or suit brought against you for liability under this section.

We may defend at our discretion and at our expense, over and above the amount of insurance provided, either you or your bank.

Payment of our limit of insurance ends our duty to defend or settle.



## Sewer Backup Additional Insured Peril Endorsement

### Agreement

**This extension modifies coverage provided by forms A1, A2, A3, C1, C2, D1, D2 but only if indicated on the Declarations Page for the form.**

This insurance is hereby extended to include loss or damage caused directly by the backing-up of sewers, sumps, septic tanks or drains.

This extension does not insure damage caused by continuous or repeated seepage or leakage; the escape, overflow, or backing-up of water from sewers due to rising or overflowing of streams or other bodies of water; or occurring while the building is under construction or is vacant, even though permission may have been given for construction or vacancy.

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against under this extension exceeds in any one occurrence the deductible amount, if any, specified on the Declarations Page applicable to this extension.

The Insurer is not liable for loss or damage caused by any of the perils insured against in any one occurrence in excess of the sub-limit, if any, specified on the Declarations Page applicable to this extension.

If **Restricted to locations** is indicated on the Declarations Page applicable to this extension, sewer back-up coverage is restricted to the locations so indicated.

**All other terms and conditions of this policy remain unchanged.**

### **Other Conditions that Apply**

All other terms and conditions of the policy to which this endorsement applies remain unchanged.

# Contagion Virus Exclusion

(For use on property policies)

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

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



# Primary and Non-Contributory Endorsement

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY

COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Non-contributory Insurance. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available.

# Contagion Virus Exclusion

(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.



## Fully Earned Premium

In consideration of the payment of premium, it is understood and agreed that Paragraph 5 iii) (TERMINATION) under the Section STATUTORY CONDITIONS (FIRE) is deleted in its entirety and replaced with the following:

- iii) This policy may be cancelled by the Named Insured by a written notice stating when thereafter such cancellation shall be effective. If cancelled by the Named Insured, Underwriters shall retain 100% of the Total Premium shown on the Declarations page.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**