

Condominium Package - Comprehensive Form 993C

DESCRIPTION OF COVERAGES

COVERAGE C – PERSONAL PROPERTY

- On Premises** - We insure the contents of your dwelling and other personal property you own, wear or use while on your premises which is usual to the ownership or maintenance of a dwelling.
If you wish, we will include uninsured personal property of others while it is on that portion of your premises which you occupy but we do not insure property of roomers or boarders who are not related to you.
- Off Premises** - We insure your personal property while it is temporarily away from your premises, anywhere in the world, however Personal Property normally kept at any other location you own, rent or occupy is not insured. Personal property temporarily removed from your premises to any other location you own, rent or occupy is also not insured, except while you are temporarily living there.
If you wish, we will include personal property belonging to others while it is in your possession, or belonging to a residence employee travelling for you.
Personal property stored in a warehouse is only insured for 30 days from the date the property was first stored. To extend cover in storage for a further period we must be notified in writing and endorse your policy as required. No notice is required for personal property in storage between seasons in any premises.
Golf carts are insured even if kept at a golf course year round.
- While Moving** - We insure your personal property while you are moving from the premises shown on the Coverage Summary Page in transit to, and at, a new dwelling anywhere in Canada. If you have personal property in more than one location, the amount of insurance will be divided in the proportions that the value of property in each location has to the value of all your personal property at the time of loss. Your personal property while you are moving will be covered only for a period of 60 days commencing on the date you started moving but will not extend beyond your policy term.
- Excluded Personal Property (On/Off Premises)** - We do not insure loss or damage to motorized vehicles, camper units, truck caps, trailers and aircraft or their equipment (except for motorized wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability, electric power assisted bicycles, watercrafts, motorized lawn mowers, garden or yard tractors, skid steers, other gardening equipment, snow blowers, or motorized golf carts). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle, watercraft or aircraft.
Toys or hobby items such as "Model Aircraft", or children's battery powered vehicles using no more than a 12 volt battery that can attain speeds of no more than 8 kph (5 mph), are not considered motorized vehicles or aircraft for the purpose of this exclusion.
"Unmanned Air Vehicles" including all related equipment (whether attached or not), are excluded.

Improvements and Betterments

We insure improvements and betterments to your "Unit" made by you or acquired at your expense, including:

- any building, structure, or swimming pool on the premises;
- materials and supplies located on or adjacent to the premises for use in such improvements and betterments.

Payment under this coverage reduces the Coverage C - Personal Property amount of insurance by the sum paid.

We will pay for an additional amount of up to 100% of the amount of insurance on Coverage C - Personal Property, (or such other amount as may be shown on the Coverage Summary Page).

Special Limits of Insurance

We insure:

- Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$5,000 in all, only while on your premises. This applies to all items whether used in whole or in part for business, professional or occupational purposes, including samples and goods held for sale.
- Computer hardware, software or cellular phones (owned or leased by the Insured) used in whole or in part for business, professional or occupational purposes up to \$5,000 in all, while off premises only.
- Securities up to \$5,000 in all.
- Money including "Cash Cards", or bullion up to \$500 in all.

5. Watercraft, their furnishings, equipment, accessories and motors up to \$3,000 in all. These are insured only for Specified Perils and theft or attempted theft.
6. Computer software up to \$5,000 in all. We do not insure the cost of gathering or assembling information or data.
7. The personal property of a student, insured by the policy, who is dependent on the Named Insured for support and maintenance, up to \$7,500 per student while at a residence away from home.
8. Lawn mowers, snow blowers, garden or yard tractors, skid steers or other motorized garden equipment up to \$10,000 in all.
9. Motorized golf carts, including attached equipment up to \$10,000 in all.
10. Collectibles, (including but not limited to such items as crystal ornaments, sports cards, sports memorabilia and comic books) up to \$5,000 in all, subject to a limit of \$500 per item.
11. Animals, birds, reptiles and fish up to \$5,000 in all and only if they are kept as household pets.
12. Unattached motorized vehicle parts and equipment otherwise excluded up to \$1,500 in all (excluding automotive keys and key fobs).

The following special limits of insurance apply unless the claim is caused by a Specified Peril:

13. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$3,000 in all.
14. Numismatic property (such as coin collections) up to \$1,000 in all.
15. Manuscripts, stamps and philatelic property (such as stamp collections) up to \$2,000 in all.
16. Bicycles including equipment and accessories up to \$1,000 on any one bicycle.
17. Tapes, discs, flash drives, video games, videos, e-books or other electronic media storage devices, while in or on motor vehicles, watercraft or aircraft, up to \$1,000 in all.

COVERAGE D – ADDITIONAL LIVING EXPENSES

The amount of insurance for Coverage D is the total amount for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy.

1. **Additional Living Expense** - If an Insured Peril makes your dwelling unfit for occupancy, or you have to move out while repairs are being made as the result of damage directly caused by a peril insured by this policy, we insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild your dwelling or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
2. **Fair Rental Value** - If an Insured Peril makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structures rented or held for rental is unfit for occupancy.
3. **Maintenance Fees** - If an Insured Peril makes your Condominium Unit unfit for occupancy, or you have to move out while repairs are being made as the result of damage directly caused by a peril insured by this policy, we insure your continuing maintenance fees for your unit. Payment shall be for the reasonable time required to repair or rebuild your Condominium Unit or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
4. **Prohibited Access / Emergency Evacuation**
 - a. If access to your dwelling is prohibited by civil authority as a direct result of damage to neighbouring premises by an Insured Peril, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding four weeks.
 - b. If access to your dwelling is prohibited by order of civil authority, we will pay any necessary and reasonable increase in living expenses incurred by you, but only when such order is given for emergency evacuation as a direct result of a sudden and accidental event within Canada or the Continental United States of America. You are insured for a period not exceeding two weeks from the date of order of evacuation.

You are not insured for any claim arising from evacuation from:

- a. "Flood";
- b. earthquake;

- c. terrorism or by any activity or decision of a government or other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
- d. "Overland Water", unless Overland Water Damage Endorsement - Form 2081 is shown on the Coverage Summary Page;
- e. loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

This coverage does not increase the amount of insurance shown on the Coverage Summary Page for Coverage D – Additional Living Expense.

The term "civil authority" 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.

Deductible - No deductible applies to coverage "4" Prohibited Access / Emergency Evacuation unless stated on the Coverage Summary Page.

We do not insure loss or expense due to the cancellation of a lease or agreement.

Insured Perils

You are insured against all risks of direct physical loss or damage from any external cause subject to the exclusions and conditions in this policy.

Loss or Damage Not Insured

We do not insure:

1. sporting equipment, including "Model Aircraft", where the loss or damage is due to its use;
2. contact lenses unless the loss or damage is caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
3. animals, birds or fish unless the loss or damage is caused by a Specified Peril or collision of an aircraft, land vehicle or common carrier in which the animal is being transported. Impact by aircraft or land vehicle is excluded;
4. marring or scratching of any property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
5. settling, expansion, contraction, moving, bulging, buckling or cracking of driveways or pavements, patios, foundations, walls, floors, roofs or ceilings, except resulting damage to building glass;
6. collapse of an awning, fence, driveway or other pavement, swimming pool, underground pipe, domestic water well, flue, drain, cesspool, septic tank, septic field, foundation, retaining wall, bulkhead, pier, wharf or dock unless the loss is a direct result of the collapse of your building;
7. cracking or falling of ceilings, drywall or wall plaster;
8. items grown for commercial purposes;
9. outdoor trees, shrubs, plants and lawns except as shown under Additional Coverages.

We do not insure loss or damage:

1. due to theft or attempted theft, vandalism, or malicious acts from that part of your premises which you rent to others, caused by any tenant, tenant's guests or employees, or members of their household;
2. due to theft, attempted theft, vandalism, or malicious acts caused by you or anyone living in your household;
3. to property at any fairground, exhibition or exposition for the purpose of exhibiting;
4. caused by snow slide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
5. caused by theft or attempted theft of property in or from a dwelling "Under Construction" or "Vacant", or of material and supplies for use in the construction, until the dwelling is completed and ready to be occupied, even if permission for construction or vacancy has been given by us;
6. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is "Under Construction" or "Vacant" even if permission for construction or vacancy has been given by us;
7. caused by leakage or escape of fuel oil resulting from:
 - a. prior fuel oil leakage, or;

- b. continuous or repeated seepage or leakage of fuel oil;
 - c. any fuel oil tank other than a permanently installed domestic fixed fuel tank, including attached equipment, apparatus or piping, excluding buried tanks;
 - d. any fuel oil tank within a building which is "Under Construction" or "Vacant", even if permission for construction or vacancy has been given by us;
8. caused by water unless the loss or damage resulted from:
- a. the sudden and accidental escape of water from a water main;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or "Domestic Water Container", which is located inside your dwelling;
 - c. the sudden and accidental escape of water from a "Domestic Water Container" located outside your dwelling. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by an Insured Peril other than Water Damage, and occurs concurrently with the creation of the opening;
 - e. ice damming, meaning water from the accumulation of ice or snow on the roof or eavestroughs, which enters the dwelling through a roof.

Under this peril, we do not insure loss or damage:

- i. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system, or "Domestic Water Container";
- ii. 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 therein;
- iii. caused by the backing up or escape of water from a sewer, sump, septic tank, storm drain, drain, eavestrough or downspout unless Sewer Back-Up coverage is shown on the Coverage Summary Page, and then only for the perils and limits as described in the Sewer Back-Up Endorsement;
- iv. caused by ground water or rising of the water table;
- v. caused by surface waters, unless the water escapes as described in a above;
- vi. caused by "Flood", spray, waves, tides, tidal waves, tsunami, shoreline ice build-up, water-borne ice or other objects, all whether driven by wind or not;
- vii. to a water main;
- viii. to a system or appliance from which the water escaped;
- ix. to outdoor swimming pools, outdoor hot tubs or equipment attached, public water mains or domestic water wells, caused by freezing;
- x. occurring while the dwelling is "Under Construction" or "Vacant", even if permission for vacancy has been given by us;
- xi. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or "Domestic Water Container" unless it happens within a building heated during the usual heating season and you have not been away from your premises for more than 14 consecutive days.

However, if you have been away for more than 14 consecutive days and have arranged for a competent person to enter your dwelling daily after the initial 14 day period to ensure that heating was being maintained, or if your dwelling is electronically monitored 24 hours per day by a company that monitors and responds to a low temperature signal, or if you had shut off the water supply and had drained all the pipes and appliances, you would still be insured.

Under this peril, a plumbing system does not include eavestroughs or downspouts;

- 9. to Fabric, Plastic, Poly or Tarp Covered Structures (or Personal Property therein) caused by Collapse or Weight of Ice, Snow or Sleet;
- 10. as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

ADDITIONAL COVERAGES

The following coverages are included where applicable when coverage is provided under policy.

Automatic Principal Residence Coverage

If you purchase a new dwelling anywhere in Canada that will become your principal residence to replace your dwelling shown on the Coverage Summary Page, and notify us within 60 days either before or after title registration to you, we will cover both residences for a period of 60 days before or after that registration, or until expiry date of the policy if less than 60 days. This is excess insurance; however we will not pay more for either residence than the principal residence amount of insurance shown on the Coverage Summary Page. The following endorsements do not apply to this additional coverage, even if shown on the Coverage Summary Page:

1. Single Inclusive Limit Endorsement - Form 2015
2. Guaranteed Rebuilding Cost Endorsement - Form 2175

Any applicable vacancy restrictions, as described and limited in this policy will apply to both residences.

Change of Temperature

We insure your personal property damaged by change of temperature resulting from physical damage to your dwelling or equipment by an Insured Peril. This only applies to personal property kept in the dwelling.

Condominium Additional Coverage (Your Unit)

We insure your unit, excluding your improvements and betterments to it for an additional amount of up to 250% of the amount of insurance on Coverage C - Personal Property if the Condominium Corporation building policy has no insurance or its insurance is inadequate or is not effective provided the loss or damage is caused directly by a peril insured by the Condominium Package as shown on the Coverage Summary Page. "Inadequate" includes a deductible in the insurance policy of the Condominium Corporation.

We do not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation (or such other amount as may be shown on the Coverage Summary Page).

Condominium Common Expenses Coverage (Master Policy Deductible Coverage)

We will pay up to \$25,000 of the Condominium Corporation building policy deductible for damage caused by an Insured Peril under this policy if:

1. damage to a unit or the common elements results from your act or omission or by:
 - a. a tenant or other occupant of your unit, or
 - b. a person permitted to be on the property by you or by a tenant or other occupant of your unit, and
2. you have the duty to repair after damage as defined and limited in the Condominium Act.

Condominium Loss Assessment Coverage (Collectively Owned Condominium Property Assessment)

We will pay for an additional amount of up to 250% of the amount of insurance on Coverage C – Personal Property of your share of any special assessment if:

1. the assessment is valid under the Condominium Corporation governing rules; and
2. it is made necessary by a direct loss to the collectively owned condominium property caused by an Insured Peril in this policy.

We do not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation (or such other amount as may be shown on the Coverage Summary Page).

Credit Card, Debit Card, Forgery, Counterfeit Money

We will pay up to \$10,000 for:

1. your legal obligation to pay because of the theft or unauthorized use of credit cards issued to you or registered in your name;
2. loss caused by theft of your debit cards;
3. loss caused by forgery or alteration of any cheque or negotiable instrument; and
4. loss sustained through acceptance in good faith of counterfeit Canadian or United States paper currency.

We do not pay for loss:

1. unless you have complied with all the conditions under which the cards have been issued;
2. caused by the use of your cards by a resident of your household or by a person to whom cards have been entrusted;
3. arising out of your business pursuits.

At our option and expense we may defend any claim against you under 1, 2 and 3.
No deductible applies to this coverage.

Emergency Entry Property Damage

We will pay to repair damage to your dwelling caused by the forcible entry by police, ambulance, fire department, or other persons if such damage results from attempts to save and preserve life. No deductible applies to this coverage.

Estate Coverage

"Vacancy" restrictions will not apply within the first 180 days (or expiry date of the policy, whichever comes first) from the date your "Dwelling" became "Vacant" or unoccupied due to the death of an "Insured" or move to a Senior's Home or Care Facility;

Fire Department Charges

We will pay up to \$15,000 (or such other amount as may be specified on the Coverage Summary Page) for your liability for fire department charges incurred when the fire department is called to save or protect insured property from an Insured Peril. No deductible applies to this coverage.

Fraud Conviction Reward Extension

We will pay \$1,000 for information which leads directly to a conviction for fraud in connection with an insured loss to property covered by this policy. This limit applies regardless of the number of persons providing information. No deductible applies to this coverage.

Frozen Food

You may apply up to \$5,000 of the amount of your insurance under Section C – Personal Property to frozen food in your freezer (on your premises only) for damage caused by power failure, accidental disconnection or mechanical breakdown of the freezer unit. This coverage includes loss or damage to the freezer itself resulting from spoilage of frozen food therein caused by a "Specified Peril" only. We do not insure inherent vice or natural spoilage. You must agree to use all reasonable means to save and preserve the insured property. We will reimburse you for such reasonable expenses, however we will not reimburse you for expenses incurred in the acquisition of food. The Deductible Clause as specified on the Coverage Summary Page applies to this coverage.

Headstones

We will pay up to \$3,000 in any one occurrence for loss or damage caused by "Specified Perils" to headstones of "your" immediate family members, anywhere in Canada or the Continental United States. No deductible applies to this coverage.

Lock Repair or Replacement

We will pay up to \$1,000 in all to repair (rekey) the lock cylinders on the insured dwelling, or if necessary, replace the locks on the insured dwelling if the keys are stolen providing the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft. This includes the cost of replacing stolen automotive keys or key fobs, but does not include the cost of replacing automotive locks or reprogramming an automobile necessitated by the replacement of automotive keys or key fobs. No deductible applies to this coverage unless indicated on the Coverage Summary Page.

Outdoor Trees, Shrubs, Plants and Lawns

You may apply up to 5% in all of the amount of insurance on your personal property to outdoor trees, shrub, plants and lawns on your premises. We will not pay more than \$1000 on any one outdoor tree, shrub, plant or lawn including debris removal expenses. We insure these items against loss caused by fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle (except damage caused by a vehicle owned by or operated by you or anyone in your household), riot, vandalism and malicious acts. We do not insure any items grown for commercial purposes, or any item located more than 90 m (300 ft.) from the dwelling.

Pollution Damage - Insured Premises

If a sudden and unintentional event occurs during the policy term resulting in contamination of insured property by a "pollutant", which is required to be reported to any provincial authority, we will pay up to \$5,000, in any one policy term, subject to the policy deductible, for costs to remove and restore property of the insured premises.

Property of Others

We will pay up to \$1,000 for property of others, such as fire extinguishers, which have been expended or damaged while used to combat any hostile fire in or on the Insured's premises. This does not apply to property owned by a fire department. No deductible applies to this coverage.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage, it is insured by this policy for 30 days or until your policy term ends - whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

Tear Out

We will pay the cost of tearing out and replacing any part of your improvements that must be removed or torn apart, before insured water damage from a plumbing, heating, sprinkler or air conditioning system or "Domestic Water Container" can be repaired, except damage related to an outdoor swimming pool, hot tub or attached equipment, or public water mains. This cost is included in the amount of insurance that applies to the property being replaced. The cost of tearing out and replacing property to repair damage related to water mains, public water mains, domestic water wells or outdoor plumbing or sewage systems is not insured.

