



# Welcome to The Wawanesa Mutual Insurance Company

## Thank you for purchasing our Comprehensive Condominium Coverage Form

We are pleased to provide this coverage through Canada's Insurance Broker network. Along with your broker, we want to provide you with the information you need to make your insurance decisions.

As a valued customer, our goal is for the policy to provide you with answers to your questions during the policy term and in the event of a claim. Your policy outlines what is insured. This is an all risk policy which outlines exclusions, restrictions and extensions of coverage. It is important for you to review the entire policy to determine your coverage, rights and responsibilities. We have placed some key words at the end of the policy to help you understand the specific use of these words. If you have any questions about your policy, please contact your broker.

### THE AGREEMENT

- We will provide the insurance as described in this policy in exchange for payment of the premium noted on the policy declaration.
- Insurance cannot be a source of profit to you. It is intended to help you recover from actual losses or expenses incurred by you or costs for which you are liable.
- We will pay for direct physical loss or damage to your insured property. We will not pay more than your financial interest in the property, or the applicable amount of insurance as shown on your declaration for any one occurrence.
- We will pay for all direct or physical loss or damage subject to your policy's exclusions and limitations.
- The policy contains information about your insurance and describes the coverage you have purchased.
- If we broaden coverage while your policy is in effect, you will receive the benefit of increased coverage at no additional charge until your renewal.
- Only a named insured may take legal action against us.
- All amounts of insurance, premiums and other amounts are in Canadian currency.

### HOW TO READ AND UNDERSTAND YOUR POLICY

#### Your policy consists of:

**Declaration** – Identifies the subject of insurance, coverages and limits you purchased.

**The Policy** – Identifies your responsibility and ours.

**Endorsements and Limitations** – Identifies additional coverages and limits that apply.

**Key Words** – Identifies terms that may vary from standard definitions and will clarify the intention of your policy.

**Statutory Conditions** – Applies to all forms and are required by provincial and territorial law.

These items represent the legal contract of indemnity between you and us.

#### Your policy is made up of:

##### **Section I – Property Coverage**

Describes the insurance on your property and loss of use of your property.

##### **Statutory Conditions**

Describes conditions required by provincial and territorial law that outline mandatory responsibilities.

## IMPORTANT PARTIES

By **You** or **Your**, we mean those named on your declaration as named insureds and the following people while living in your household:

Under Section I – Property Coverage, **You** and **Your** includes the following:

- a spouse as defined by the provincial and territorial legislation;
- the family of any named insured;
- any person under the age of 21 years and in your care; and
- any named insured, spouse or dependents under the following circumstances:
  - a) a student who is enrolled and attends a school, college or university and lives elsewhere;
  - or
  - b) while living in a long-term care facility.

By **We, Us** or **Our**, we mean the Insurer and are referring to The Wawanesa Mutual Insurance Company.

All other key words can be found at the end of this policy.

## SECTION I – PROPERTY COVERAGE

### COVERAGE C – PERSONAL PROPERTY

#### Personal Property on your Premises

We insure the contents of your unit, and your storage unit(s) located at the condominium building.

We insure the uninsured personal property owned by others while it is on that portion of your premises which you occupy, but we do not insure property of roomers or boarders not related to you. This coverage does not increase the amount of your insurance.

#### Personal Property Temporarily Away from your Premises

We insure your personal property away from your premises including:

- your personal property while it is temporarily away from your premises anywhere in the world;
- personal property belonging to a residence employee travelling with you;
- uninsured personal property belonging to others while it is in your possession;
- your personal property while in storage, including in a safety deposit box;
- your personal property while attending a school, college, or university, up to \$25,000;
- your personal property while residing in a long-term care facility, up to \$25,000.

#### Moving to Another Unit

We insure your personal property in transit to and at another location within Canada which is to be occupied by you as your principal residence. Coverage applies for 90 consecutive days commencing on the date the personal property is removed from your unit, but not beyond the date the policy expires or is terminated. This coverage does not increase the amount of insurance.

### SPECIAL LIMITS OF INSURANCE

Coverage for the following types of personal property is subject to special limits as shown below. These limits are the most we will pay for any loss or damage in any one occurrence.

For all insured losses	Limit
Cannabis in all consumable forms and cannabis plants	\$500
Money, cash cards, bullion, and crypto currency	\$1,000
Drones (not more than 250 grams) and their equipment,	\$1,000
Spare automobile parts	\$2,000
Utility trailers (where legislation allows)	\$2,000
Watercraft, including personal watercraft, their furnishings, equipment, motors and accessories	\$3,000
Business property on your premises	\$5,000
Securities	\$5,000
Golf carts, motorized yard tractors and accessories	\$10,000

The following Special Limits of Insurance only apply to losses caused by theft or mysterious disappearance.

For theft and mysterious disappearance losses	Limit
Numismatic, coin and banknote collections	\$1,000
Manuscripts, stamps and stamp collections	\$2,500
Collectibles including sports cards, memorabilia and comic books	\$5,000
Fur garments and garments trimmed with fur	\$6,000
Luggage, pet carriers, footwear and handbags including but not limited to purses, wallets, totes, clutches, carrier bags and other items of similar nature	\$10,000
Jewellery, watches and gems	\$10,000

## PROPERTY EXCLUDED

We do not insure:

- personal property of tenants, roomers or boarders who are not related to you;
- personal property normally kept at any other location you own, rent, lease or occupy. We do not exclude property you bring with you while you are temporarily staying there;
- automobiles, trucks, motorcycles, go-karts, all-terrain vehicles with three or more wheels, snowmobiles, aircraft, or any other motorized vehicles which are licensed or subject to motor vehicle registration, including equipment or accessories, whether attached or detached;
- drones that exceed 250 grams and their equipment;
- toys or hobby items such as model aircraft or children's battery powered all-terrain vehicles using more than a 12-volt battery or that can attain speeds greater than 10 kilometers per hour;

- watercraft, including personal watercraft, their furnishings, equipment, motors and accessories exceeding the limit of insurance shown under Special Limits of Insurance;
- camper units, truck caps, trailers other than utility trailers, or their equipment;
- utility trailers exceeding the limit of insurance shown under Special Limits of Insurance;
- sporting equipment where the loss or damage is due to its use;
- animals, birds or fish unless the loss or damage is caused by fire, lightning, explosion, riot, theft or attempted theft, vandalism and malicious acts;
- property at any fairground, exhibition or exposition, with the intent to display, demonstrate, trade or sell;
- evidences of debt or title;
- business property, exceeding the limit of insurance shown under Special Limits of Insurance, including samples and goods held for sale;
- data.

## **COVERAGE D – LOSS OF USE OF YOUR UNIT**

The amount of insurance for Coverage D is the total amount for any one or a combination of Additional Living Expense, Fair Rental Value and Prohibited Access by Civil Authority as described below. The periods of time shown below are not limited by the expiry date shown on your declaration.

### **ADDITIONAL LIVING EXPENSE**

As a result of an insured event, if your unit is unfit for occupancy, your access is restricted, or you have to move out while repairs are being made, we will pay for any necessary increase in living expenses, including moving expenses, incurred by you so that your household can maintain its normal standard of living. This includes the cost of temporary membership to fitness or health club facilities that you would normally have access to in the condominium building your unit is part of. Payment shall be for the reasonable time required to repair or rebuild your unit, or if you permanently relocate, the reasonable time required for your household to settle elsewhere.

### **FAIR RENTAL VALUE**

We will pay you the Fair Rental Value of your unit, if an insured event makes the part of your unit rented to others, or held for rental by you, unfit for occupancy. Payment shall be for the reasonable time required to repair or replace that part of your unit rented or held for rental.

Fair Rental Value excludes any expense that does not continue while that part of your unit rented or held for rental is unfit for occupancy.

### **PROHIBITED ACCESS BY CIVIL AUTHORITY**

If a civil authority prohibits access to your premises:

- as a direct result of damage to neighbouring premises by an insured event in this policy, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 30 days; or
- by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we will insure any necessary and reasonable increase in living expense incurred by you for the period access is prohibited, not exceeding 30 days.

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

- losses excluded under Section I – What is Excluded;
- flood;
- earthquake, unless earthquake coverage is shown on your declaration;

- overland water, unless overland water coverage is shown on your declaration;
- We do not insure loss or expense due to the cancellation of a lease or agreement.  
No deductible applies to Prohibited Access by Civil Authority.

### **ADDITIONAL COVERAGES**

Unless otherwise stated, the following additional coverages do not increase the amounts of insurance in this policy and are subject to the exclusions, limitations and conditions of this policy.

### **CHANGE OF TEMPERATURE**

If there is loss or damage caused by a change of temperature resulting from physical damage to your unit or equipment by an insured event, we will cover personal property in your unit up to the amount of insurance shown on your declaration.

### **COLLECTIVELY OWNED CONDOMINIUM PROPERTY COVERAGE**

We will pay up to the amount of insurance stated on your declaration for your share of an assessment if:

- the assessment is valid under the laws of the province or territory and Condominium Corporation governing rules;
- it is made necessary by a direct loss to the collectively owned condominium property including any real and personal property owned by the corporation, when caused by an insured event you are covered for in your condominium policy.

This coverage does not include that part of an assessment made necessary as a result of a deductible under the Condominium Corporation's property insurance policy.

### **CONDOMINIUM DEDUCTIBLE COVERAGE**

We will pay up to the amount of insurance stated on your declaration for the part of an assessment made necessary by a deductible in the Condominium Corporation's property insurance policy, but only where the laws of the province or territory and the Condominium Corporation's governing rules specifically permit it to place the responsibility for any portion of the Condominium Corporation's property insurance policy deductible on an individual unit owner.

This includes a deductible assessment under the Condominium Corporation's property insurance, when caused by an insured event you are covered for in your condominium policy as follows:

- for loss or damage to the collectively owned condominium property;
- for loss or damage to the real and personal property of the condominium;
- for loss or damage to any unit.

However, we will only pay up to \$2,500 if an assessment of a deductible is made necessary if loss or damage results from:

- an earthquake and only if earthquake coverage is indicated on your declaration; or
- fire that is caused directly or indirectly by earthquake.

No deductible applies to this coverage.

### **CONDOMINIUM UNIT COVERAGE**

We insure your unit, up to the amount of insurance stated on your declaration, excluding improvements, if the Condominium Corporation has no insurance, its insurance is inadequate, or is not effective.

This coverage does not include a deductible in the Condominium Corporation's property insurance policy.

You are insured against all risks of direct physical loss or damage to your property subject to the exclusions, limitations and conditions of this policy.

### **CONDOMINIUM UNIT OWNER IMPROVEMENTS COVERAGE**

We will pay up to the amount of insurance stated on your declaration against loss or damage by an insured event for improvements to your unit made or acquired by you, including:

- any building, structure(s) or domestic water container, including swimming pools, spas, hot tubs, saunas, and attached equipment on the premises;
- materials and supplies located on the premises for use in such improvements.

### **CREDIT OR DEBIT CARDS, FORGERY AND COUNTERFEIT CURRENCY**

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

- your legal obligation to pay because of a theft or unauthorized use of credit card(s) issued to you or registered in your name;
- loss caused by theft of your debit or automated teller cards;
- loss caused by forgery or alteration of any cheque or negotiable instrument;
- loss sustained by your acceptance in good faith of counterfeit Canadian and United States paper currency.

We will not pay for loss under this coverage:

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

At our option and expense, we may defend any claim against you under this coverage as noted above.

This is additional insurance.

No deductible applies to this coverage.

### **DEBRIS REMOVAL**

We will pay the cost of removing debris of insured property, as a result of an insured event.

If the amount payable for the insured loss, including expenses for debris removal, is greater than the amount of insurance as indicated for Coverage C – Personal Property on your declaration, then an additional 5% of that limit will be available for debris removal expenses.

This coverage does not apply to losses under the following optional coverages:

- Condominium Unit Owners Earthquake Coverage
- Condominium Unit Owners and Tenants Limited Sewer Backup Coverage
- Condominium Unit Owners and Tenants Overland Water Coverage

If debris removal is made necessary by a tree striking the exterior of the building resulting in insured damage to the unit, we will pay for tree removal up to a maximum of \$1000.

### **DOORS AND GLASS**

We will pay if you are responsible for the doors and glass that form part of your unit under the Condominium Corporation's governing rules as a result of an insured event.

### **FIRE DEPARTMENT CHARGES**

We will pay for fire department service charges as a result of an insured event that has occurred at your location or unit.

This is additional insurance.

No deductible applies to this coverage.

## **FOOD SPOILAGE**

We will pay for your food contained in a refrigeration or freezer unit, located on your premises, against loss or damage caused by or resulting from:

- a power failure originating on or off your premises; or
- the mechanical breakdown of your refrigeration or freezer unit(s).

This coverage also includes damage to your refrigeration or freezer unit resulting from the insured spoilage of the foods contained within and reasonable expenses incurred by you to save and preserve the food from spoilage.

We do not insure:

- loss or damage from spoilage caused by the intentional disconnection of the power supply; or
- expenses incurred in the acquisition of the food.

This is additional insurance.

No deductible applies to this coverage.

## **INFLATION PROTECTION COVERAGE**

If there is a loss insured under Section I – Property Coverage, we will automatically increase the amount of insurance shown on your declaration under Section I - Property Coverage, by amounts which are caused by inflation since:

- the inception date of this policy;
- the latest renewal date; or
- from the date of the most recent change to the amount of insurance shown on your declaration;

whichever is the most recent.

On the renewal date of your policy, we will automatically increase the amount of insurance shown on your declaration under Section I – Property Coverage by amounts which are caused by the inflation increase since the inception date of this policy or the latest renewal date, whichever is the most recent, and adjust the premium.

## **LOCK REPLACEMENT**

We will pay up to \$2,000 to replace, re-key or re-code locks on your unit or your private passenger automobile(s) including ignition, if your key(s) are stolen.

This is additional insurance.

No deductible applies to this coverage.

## **OUTDOOR TREES, SHRUBS, PLANTS AND LAWNS**

You may apply up to 5% of the Coverage C – Personal Property amount of insurance shown on your declaration to cover outdoor trees, shrubs, plants and lawns included as part of your unit for loss caused by fire, lightning, explosion, vandalism or malicious acts, or impact by aircraft, spacecraft or land vehicle. We will not pay more than \$1,000 for any one outdoor tree, shrub, plant or lawn including debris removal.

For clarification purposes:

- lawns include natural and artificial turf;
- we do not insure items grown for commercial purposes;
- cannabis plants grown legally are limited to a maximum of four plants and are subject to Special Limits of Insurance.

If the amount payable for loss under Coverage C – Personal Property is greater than the amount of insurance applicable, then an additional 5% of the Coverage C – Personal Property amount of insurance will be available to cover your outdoor trees, plants, shrubs or lawns.

### **REWARD COVERAGE**

We will pay up to \$1,000 regardless of the number of persons providing information, which leads to a conviction for arson, robbery or burglary in connection with a loss to property insured by this policy. This is additional insurance. No deductible applies to this coverage.

### **TEAR OUT**

In the event of an insured water damage loss we will pay the cost of tearing out and restoration of any of the walls, ceilings or other parts of your unit in order to facilitate repairs. The cost of tearing out and replacing property to repair damage related to domestic water containers, including swimming pools, spas, hot tubs, saunas or any public watermain is not insured.

## **SECTION I – WHAT IS EXCLUDED**

### **1. Exclusions Relating to Vacancy**

Under no circumstances do we insure any loss or damage:

- caused by vandalism, malicious acts or glass breakage occurring while your unit is vacant, even if we have given permission for the policy to remain in force during vacancy. This exclusion applies immediately upon your unit becoming vacant;
- caused by water while your unit is vacant, even if we have given permission for the policy to remain in force during vacancy. This exclusion applies immediately upon your unit becoming vacant; or
- by any other cause occurring after your unit has, to your knowledge, been vacant for more than 30 consecutive days unless permission has been granted.

Unless the loss or damage is caused by, or resulting from, the sudden and accidental:

- escape of water from a domestic water container which is located outside your unit; but under no circumstances do we insure any loss or damage when the escape of water is caused by freezing;
- escape of water from a watermain located outside your unit; or
- opening which has been created by fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, windstorm, hail, electricity, transportation, ice damming, or damage by bears.

### **2. Exclusions Relating to Under Construction**

Under no circumstances do we insure any loss or damage caused by:

- theft or attempted theft of property in or from a unit under construction or of materials and supplies for use in the construction, until your unit is completed and ready to be occupied;
- vandalism, malicious acts, or glass breakage occurring while your unit is under construction, even if we have given permission for the policy to remain in force during construction; or
- water damage occurring while your unit is under construction, even if we have given permission for the policy to remain in force during construction. This exclusion applies immediately upon the commencement of construction to your unit.

### **3. Exclusions Relating to Water**

Under no circumstances do we insure any loss or damage caused by:

- ground water or rising of the water table;



- surface waters;
- shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;
- flood of any nature. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;
- continuous or repeated leakage, seepage or discharge of water;
- the backing up or escape of water or sewage from any sewer, storm drain, drain, septic system, or sump;
- to a plumbing, heating, cooling, sprinkler or air conditioning system or domestic water container from which the water escaped;
- freezing during the usual heating season, within a heated portion of your unit if the heat has been intentionally turned off by you or at your direction; or
- freezing during the usual heating season, within an unheated portion of your unit;

Unless the loss or damage is caused by, or resulting from, the sudden and accidental:

- escape of water or steam from within a plumbing, heating, cooling, sprinkler, air conditioning system, or domestic water container within the building containing your unit;
- escape of water from a domestic water container which is located outside your unit; but under no circumstances do we insure any loss or damage when the escape of water is caused by freezing;
- escape of water from a watermain located outside your unit; or
- opening which has been created by fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, windstorm, hail, electricity, transportation, ice damming, or damage by bears.

We also do not insure loss or damage:

4. to structures, units or buildings used in whole or in part for business or farming operations, unless shown on your declaration;
5. to personal property undergoing any process or while being worked on, where the damage results from such process or work. However, any resulting damage to other property by an insured event is covered;
6. to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. to any property illegally acquired, kept, stored, or transported, or property subject to forfeiture;
8. caused by the dishonesty of a person(s) in which you have entrusted with the care, custody and control of your personal property;
9. caused by or from the intentional or criminal acts or the failure to act by you or any other person at your direction. However, coverage is provided if you did not take part in or have knowledge of the intentional or criminal act leading to the loss or damage to the insured property, but only to the extent of your proportional interest;
10. caused by or resulting by vermin, birds, insects, rodents, bats, raccoons, skunks or squirrels, except loss or damage to building glass or if it results in fire, explosion, smoke, falling object, water damage, electricity, ice damming;
11. caused by or resulting from wear and tear, deterioration, inherent vice, latent defect, rust or corrosion, extremes of temperature, condensation, dampness of atmosphere, wet or dry rot, contamination or fungi except where otherwise provided for in this policy;
12. related directly to mechanical breakdown except where otherwise provided for in this policy;
13. caused by or resulting from repeated exposure to the same harmful conditions;
14. caused by the continuous or repeated leakage or seepage of your domestic fixed fuel oil tank;
15. caused by or resulting from contamination by radioactive material;

16. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
17. caused by or resulting from smoke from agricultural smudging or industrial operations;
18. caused directly or indirectly by marring, scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle article(s) unless caused by a fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft, watercraft or land vehicle, riot, vandalism or malicious acts, water damage, windstorm, hail, electricity, transportation, ice damming, damage by bears or theft or attempted theft;
19. distribution or sale of any drug, narcotic, or illegal substance, whether or not you have knowledge of such activity. This includes any alterations of the premises to facilitate such activity. However, a total of four or less cannabis plants legally grown in a residential unit for recreational consumption by you, where it is allowed by law, is not excluded;
20. resulting from the cost of correcting faulty design, material or workmanship;
21. related to the increased costs of repair or replacement due to the operation of any law or ordinance regulating the zoning, demolition, repair, or construction of buildings and their related services;
22. caused directly or indirectly by settling, expansion, contraction, moving, bulging, buckling, or cracking, except resulting damage to building glass;
23. caused by theft or attempted theft committed by any tenant, tenant's employee or member of the tenant's household;
24. caused directly or indirectly, in whole or in part, by snowslide, sinkhole, earthquake, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion we will pay only for the resulting loss or damage from that fire or explosion regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
25. caused from any nuclear incident as defined in the Nuclear Safety and Control Act or any other nuclear liability and compensation act, law or statute, or any updates to the law, or nuclear explosion, except for ensuing loss or damage directly or indirectly from fire, lightning, or explosion of natural, coal or manufactured gas;
26. caused directly or indirectly, in whole or in part, by war, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution or insurrection, or military power; regardless of any other cause or event that contributes concurrently or in any sequence to loss or damage;
27. in whole or in part, by terrorism or by any activity or decision of a governmental agency or other entity to prevent, respond to or terminate terrorism, but you are still insured for ensuing loss or damage which results directly from fire or explosion; or
28. caused by domestic animals or pets of any kind:
  - owned by you;
  - in your care, custody or control; or
  - owned by or in the care, custody or control of anyone residing in your unit.
29. to a watermain.
30. Any damages arising from pollution or contamination caused by the discharge or escape of any waste material, irritants, pollutants or contaminants.

## **BASIS OF SETTLEMENT**

We will pay for direct physical loss or damage to your insured property, but we will not pay more than your financial interest in the property or the applicable amount of insurance as shown on your declaration for any one occurrence.

For insured loss or damage, we will pay the lesser of the:

- a) actual cost of repairs;
- b) actual cost of replacement;
- c) amount of insurance on your declaration.

If the lost or damaged property is not repaired or replaced however, we will pay the lesser of the:

- a) actual cash value of the estimated repairs;
- b) actual cash value of the estimated replacement;
- c) amount of insurance on your declaration.

If you later decide to repair or replace any of the lost or damage property, you may make an additional claim for the difference between the actual cash value and the replacement cost, provided it is done so within 180 days of the date the actual cash value payment was made.

### **DEDUCTIBLE**

We are responsible for the amount by which the loss or damage caused by any of the insured events exceeds the amount of the deductible shown on your declaration in any one occurrence.

### **FIRE FOLLOWING EARTHQUAKE**

We insure Coverage C – Personal Property, Coverage D – Loss of Use of Your Unit and if applicable, Condominium Unit Owner Improvement Coverage, Collectively Owned Condominium Property Coverage, and Condominium Deductible Coverage against direct physical loss or damage as a result of a fire from an earthquake.

In determining the cost of repairs or replacement we will not pay or include the increased costs of repair or replacement due to the operation of any law or ordinance regulating the zoning, demolition, repair or construction of buildings and their related services.

Coverage limits are as follows:

- Coverage C – Personal Property is equal to 100% of Coverage C – Personal Property;
- Coverage D – Loss of Use of Your Unit is equal to 100% of Coverage C – Personal Property;
- Condominium Unit Coverage is equal to 250% of Coverage C – Personal Property;
- Collectively Owned Condominium Property is equal to 250% of Coverage C – Personal Property;
- Condominium Unit Owner Improvements Coverage is equal to 100% of Coverage C – Personal Property.

Your policy deductible applies to this coverage.

### **Special Condition**

One or more earthquake shocks that occur within a 168 hour period shall constitute a single earthquake.

With respect to fire following earthquake, the following is deleted from Additional Coverages Debris Removal, "If the amount payable for the insured loss, including expenses for debris removal, is greater than the amount of insurance as indicated for Coverage C – Personal Property on your declaration, then an additional 5% of that limit will be available for debris removal expenses."

### **SINGLE INCLUSIVE LIMIT**

We will pay up to the total amount of insurance shown on your declaration for the Single Inclusive Limit. Single Inclusive Limit may be applied to any insured loss or damage of property under Coverage C – Personal Property, and any one or a combination of Condominium Unit Owner Coverage, Condominium Unit Owner Improvement Coverage and Collectively Owned Condominium Property Coverage, except for personal property under Special Limits of Insurance, but not exceeding the Single Inclusive Limit shown on your declaration. This sum is the maximum amount we will pay for insured loss or damage arising out of one occurrence, unless stated otherwise.

If your declaration indicates Single Inclusive Limit – Coverage C – Personal Property we will pay for the insured loss to your personal property up to a maximum of 125% of the amount of insurance shown on your declaration for Coverage C – Personal Property.

This additional coverage does not apply to losses under the following:

- Condominium Unit Owner Earthquake Coverage
- Condominium Deductible Coverage
- Condominium Unit Owner and Tenants Limited Sewer Backup Coverage
- Condominium Unit Owner and Tenants Overland Water Coverage

### **COVERAGE C – PERSONAL PROPERTY**

We will pay replacement cost for all personal property except for the following types, which we will pay actual cash value:

- articles that cannot be replaced with new articles because of their age or inherent nature, including antiques, fine arts, paintings and statuary;
- articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors' items;
- personal property that has not been maintained in good or workable condition;
- personal property that is no longer used for its original purpose;
- personal property belonging to others not including personal property belonging to a residence employee.

We will pay the cost of reproduction from duplicates or from originals.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible, within statutory limitations.

You may choose payment based on actual cash value initially. If you later decide to replace any destroyed or stolen property, you may make an additional claim for the difference between the actual cash value and the replacement cost within 180 days from the date the actual cash value payment was made.

### **PAIRS AND SETS**

**Pair:** If there is loss to one item of an identical pair by an insured event, we will pay for the pair. The undamaged item becomes our property.

**Set:** For items that are part of a set of two or more pieces, we will only pay for those particular items which were lost or damaged by an insured event.

### **PARTS**

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

## POLICY CONDITIONS

The following conditions apply to all Section I – Coverages:

### AMOUNTS NOT REDUCED

Should there be a subsequent loss during the policy term, the amounts of insurance provided by this policy shall not be reduced.

### DECLARATION OF EMERGENCY - EXTENSION OF TERMINATION OR EXPIRY DATE

If an emergency is declared by a Canadian public authority designated by statute we will extend the expiry date when the termination is initiated by us, subject to Special Conditions and Important Definition below.

In order for this to apply, the emergency must have a direct effect or impact on:

- you, your unit, your property, or your premises if located in the declared emergency area; or
- our operations or those of your broker located in the declared emergency area.

### Special Conditions

In no event shall this extension exceed 120 consecutive days.

You agree to pay the pro rata premium earned for the additional time that we remain on risk as a result of the above.

The following events are included:

- when we initiate a termination based on the Statutory Condition - Termination of this policy we will extend the termination date based on the lesser of:
  - a) 30 days; or
  - b) the total number of days the emergency order was in effect.
- if this policy is due to expire during an emergency, it will remain in force until the emergency is terminated plus the lesser of:
  - a) 30 days; or
  - b) the total number of days the emergency order was in effect.

### Important Definition

Emergency means the first statutory declaration of an emergency:

- with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- as provided by the relevant governing legislation if different from above but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

### INSURANCE UNDER MORE THAN ONE POLICY

If you have other insurance which applies to a loss or claim, or would have applied if this policy did not exist, this 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.

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

### NOTICE TO AUTHORITIES

Where loss or damage is, or is suspected to be, due to malicious and criminal acts, theft or attempted

theft, you must give immediate notice of the incident to the police or law enforcement agency having jurisdiction or any other enforcement agency having jurisdiction.

## **SUBROGATION**

We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy.

Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

## **KEY WORDS**

**Actual Cash Value** considers such things as the cost of replacement less any depreciation. In determining depreciation, we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

**Amount of Insurance** means the maximum amount we will pay for any occurrence or incident no matter how many people covered by this policy are involved. Different amounts apply to different coverages and these amounts are shown on your declaration.

**Aircraft** means any contrivance used or designed for flight, including any parts whether or not attached to the aircraft. Aircraft includes but is not limited to airplanes, helicopters, hot air balloons, unmanned aerial vehicles or hovercrafts.

**Business** means any full-time, part-time or occasional trade, profession, or occupation undertaken for financial gain, which is owned in whole or part by you. Business does not include farming operations.

**Business Premises** means the location on which a business is conducted, premises rented in whole or in part to others, or held for rental.

**Business Property** means property pertaining to a business.

**Cash Cards** means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

**Civil Authority** means any person acting under the authority of federal, provincial or territorial, or municipal legislation with respect to the protection of persons and property in the event of an emergency.

**Collectibles** means items bought for their novelty, personal interest, rarity or value.

**Condominium Corporation** means a condominium or strata corporation established under provincial or territorial legislation.

**Construction** – see **Under Construction**

**Crypto Currency** means a digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank.

**Data** means representations of information, images, or concepts in any form.

**Direct Physical Loss or Damage** means insured property has sustained some physical alteration or other form of physical damage requiring repair or replacement.

**Domestic Water Container** means a device or apparatus for containing, heating, chilling or dispensing water for personal use, this does not include plumbing, heating, cooling, or sprinkler systems.

**Drain** means a fixture or device located within or on your unit, connected to the waste water or sewer drainage piping system, used for removing water or sewage from the dwelling. This does not include weeping tile or a perimeter drainage system.

**Drone** means a remote-controlled pilotless aircraft.

**Electricity** means the sudden and accidental damage from artificially generated electrical current.

**Falling Object** means a falling object which strikes the exterior of a building.

**Farming Operations** means the ownership, maintenance or use of the premise for the production of crops or the raising or care of livestock, including all necessary operations. This also includes the operation of roadside stands and farmers' markets principally for the sale of your own farm products.

**Flood** includes, but is not limited to, waves, tides, tidal waves, tsunamis, dam breaks, seiche or the rising of, the breaking out or the overflow of any body of water or watercourse, whether natural or man-made.

**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 spore(s) or resultant mycotoxins, allergens or pathogens.

**Ground Water** means water in the soil beneath the surface of the ground, including but not limited to water in wells, underground streams and percolating waters.

**Ice Damming** means loss or damage caused by water that enters your unit through a roof due to the accumulation of ice or snow on the exterior of the roof or eavestrough.

**Insured Event** means a cause of loss or damage insured under the coverage form on your declaration.

**Named Insured** means the person(s) in whose name the policy is issued.

#### **Occurrence**

Under Section I – Property Coverage means a loss to insured property during the policy period, caused by one or more of the insured events.

**Overland Water** means water that accumulates upon or submerges land which is usually dry resulting from:

- the unusual and rapid accumulation or run off of water or natural precipitation, not caused by escape of water from a domestic water container or watermain; or
- the rising of, the breaking out or the overflow of any body of fresh water or watercourse, whether natural or man-made.

**Personal Property** means moveable belongings owned by an individual other than real estate or buildings (not attached to the land). Personal property does not include business property.

**Personal Watercraft** means a small self propelled or jet powered craft intended to be ridden on water with under four people.

**Pollutants(s)** means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to fuel oil, vapour, soot, chemicals, pesticides, herbicides, waste and smoke from agricultural smudging or industrial operations.

**Premises**

Under Section I – Property Coverage means:

- the location where you reside, and the land contained within the lot lines where your unit is situated;
- the portion of the location which you occupy exclusively for your residential purposes or occupied by your tenant;
- other residential unit specified on your declaration, except business premises and farms;
- your cemetery plots or burial vaults.

**Replacement Cost** means the cost, without any deduction for depreciation, on the date of the loss or damage, of the lesser of:

- repairing the personal property with materials of similar kind and quality; or
- new articles of similar kind, quality and usefulness.

**Residence Employee** means a person employed by you to perform household, domestic or similar duties in connection with the maintenance or use of the premises, excluding duties in connection to your business or farming operations.

**Social Media** means a form of electronic communication including but not limited to, networking, blogging or microblogging, through which you create or share information, ideas, personal messages, photographs, videos and other content using online communities.

**Spouse** means a person as defined by federal, provincial or territorial legislation.

**Sump** means a pit, located on your premises, used for collecting and removing water, equipped or not equipped with a mechanical pump or gravity feed evacuation pump system.

**Surface Waters** means water or natural precipitation temporarily diffused over the surface of the ground, not caused by flood or escape of water from a domestic water container or watermain.

**Terrorism** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence, 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 or instilling fear in the public or a section of the public.

**Transportation** means loss or damage to personal property caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer, in which the personal property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to personal property in your vacation or home trailer.

**Under Construction or Construction** means:

- construction of a new dwelling building or private structure;
- alterations, renovation, additions or repairs to existing dwelling buildings or private structures



which includes any of the following:

- a) site preparation;
- b) demolition;
- c) laying of foundations;
- d) removal or weakening of any structural support; or
- e) the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of under construction starts from the date work is initiated and continues until all interior and exterior finishes are completed.

**Unit** means the condominium unit, strata lot or exclusive portion described in the condominium declaration or co-ownership declaration occupied by you as a private residence.

**Vacant** or **Vacancy** refers to the circumstance where, regardless of the presence of furnishings:

- all occupants have moved out with no intention of returning to reside continuously in your unit and no new occupant has taken up residence; or
- in the case of a newly constructed or acquired unit, no occupant has yet taken up residence.

To clarify, the property is considered vacant when all occupants cease to occupy the premises as their usual residence, even in circumstances when they return to inspect, maintain, use or occupy the property on a casual or intermittent basis.

**Vacant Land** means land with no man-made structures.

**Watermain** means a pipe forming part of a water distribution system, which conveys consumable water but not waste water.

**Windstorm** means all windstorms except loss or damage caused by or resulting from the weight of ice or snow, including, but not limited to shoreline ice buildup or water borne ice or other objects, whether driven by wind or not.