

## HOMEOWNERS INSURANCE POLICY

### A GUIDE TO YOUR HOMEOWNERS POLICY

Your Homeowners Insurance policy consists of the Coverage Summary Page and this booklet.

The Coverage Summary Page shows:

- (1) the Pak you have, the coverage you have purchased, the amount of protection, and the premium you have agreed to pay;
- (2) the location of the property you are insuring; and
- (3) the policy term (policy starts on the *Effective Date* and ends at 12:01 a.m. on the *Expiry Date*).

This booklet consists of four sections:

**SECTION 1 Dwelling, Private Structures, and Personal Property** – explains coverage for your property

**SECTION 2 Personal Liability** – explains coverage for your liability due to your personal actions causing bodily injury or property damage to others

**SECTION 3 Miscellaneous Coverages** – explains miscellaneous coverages you may require

**SECTION 4 Conditions** – explains conditions which apply to all sections of this policy

“You,” “your” or “the insured” used throughout this policy means the person(s) named as Insured on the Coverage Summary Page and the following unnamed persons while living in the same household:

- (1) the spouse of the person(s) named on the Coverage Summary Page. “Spouse” includes either of two persons of the same or opposite sex who are not married to each other but have lived together continuously in a conjugal relationship for a period of not less than three years or, if a they are in a relationship of some permanence where there is a child born of whom they are the natural or adoptive parents and they have cohabited within the preceding year;
- (2) relatives of either of the above;
- (3) any person under the age of 21 in the care of the above; or
- (4) any unmarried, financially dependent student while attending school and temporarily residing away from your dwelling.

“We,” “us,” “our” or “the insurer” used throughout this policy means the **Germania Mutual Insurance Company of Saskatchewan**.

Only the person named on the Coverage Summary Page may make a claim against this policy and take legal action against us.

This policy is a legal contract that has been designed for you, based on the occupancy, use, services, utilities, and other circumstances pertinent to your property, which you disclosed to your broker at the time you completed your application. When there is a change to any of these circumstances, be sure to notify your broker accordingly.

In the event of loss or damage to your property, notify your broker immediately.

### AGREEMENT

In return for payment of the premium, we provide insurance to indemnify you from loss by sudden and unexpected occurrences as described and limited in the Insured Perils section of this policy and subject to the terms and conditions set out in the policy. Failure to comply with any term or condition may result in the denial of a claim under this policy.

This policy contains various exclusions and limitations that eliminate or restrict coverage. Please read it carefully.

***Insurance cannot be a source of profit. It is designed to indemnify you against actual losses or expenses incurred by you or for which you are liable, arising from accidental events.***

### DEFINITIONS

“**Business**”: means any continuous or regular pursuit undertaken for financial gain including a trade, profession or occupation.

“**Civil Authority**”: means 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.

“**Condominium Corporation**”: means a condominium or strata corporation established under provincial legislation.

“**Condominium Unit Owner or Unit Owner**”: means an owner of a unit forming part of property owned by a condominium or strata corporation.

“**Data**”: means representations of information or concepts, in any form.

“**Data Problem**”: means:

- (1) erasure, destruction, corruption, misappropriation or misinterpretation of “Data”;
- (2) error in creating, amending, entering, deleting or using “Data”; or
- (3) inability to receive, transmit or use “Data”; or
- (4) damage to electronic data processing equipment or other related component system, process or device.

“**Domestic Appliance**”: means a device or apparatus for personal use on the premises for containing, heating, chilling, or dispensing water.

“**Dwelling**”:

- (1) if you are a building or mobile homeowner, means the building or mobile home occupied by you as a private residence;
- (2) if you are a tenant, means the portion of the building occupied by you as a private residence;
- (3) if you are a Condominium Unit Owner, means the structure or the portion of the structure occupied by you as a private residence.

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

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

“**Homeowner**”: means an owner of a freehold dwelling or Mobile Home.

“**Ice Damming**”: means when melted snow refreezes forming a “dam” that can trap water under shingles or other roof finishing layers causing leaks through roof deck joints and nail holes.

“**Insured Peril**”: means a cause of loss or damage, as described and limited, and for which you are insured under this policy.

“**Leakage**”: means the accidental entry, escape or release of water or other fluid through a gap, flaw or other opening.

“**Peril**”: exposure to the risk of being injured, destroyed, or lost

“**Pollutant**”: means any solid, liquid, gaseous or thermal irritant or contaminant, including vapour, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. Pollutants do not mean fuel oil that is contained in a fixed fuel tank, apparatus or pipes used to heat the dwelling.

“**Premises**”:

- (1) in the case of a Homeowner, means the dwelling, private structures, and the land that you own and live on contained within the lot lines at the location shown on the Coverage Summary Page;
- (2) in the case of a Tenant or Condominium Unit Owner, means the dwelling or unit including private structures, private approaches and storage spaces reserved for your use or occupancy only at the location shown on the Coverage Summary Page.

“**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.

“**Seepage**”: means the slow movement or oozing of water or other fluid through small openings, cracks or pores.

**“Specified Perils”:** means the following perils as described and limited, subject to the exclusions and conditions in this policy;

- (1) **Fire or Lightning**
- (2) **Explosion or Implosion**
- (3) **Smoke**
- (4) **Falling Object**
- (5) **Impact by Aircraft or Land Vehicle**
- (6) **Riot**
- (7) **Vandalism or Malicious Acts**
- (8) **Water Escape**
- (9) **Windstorm or Hail**
- (10) **Transportation**

**“Spore(s)”:** includes, but is not limited to, any reproductive particle of microscopic fragment produced by, emitted from or arising out of any “fungi.”

**“Student”:** means any student insured by this policy, who is temporarily living away from home for the purpose of attending a school, college or university. The student must be dependent on the Named Insured or his or her spouse for support and maintenance and must intend to return to the principal residence upon completion of the school year in order for coverage on this policy to extend to him/her.

**“Surface water”:** means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds. This includes any waterborne objects.

**“Tenant”:** means one who rents property from another for dwelling purposes.

**“Unit”:** means 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”:** means the occupant(s) has/have moved out with no intent to return, regardless of the presence of furnishings. A newly constructed dwelling is vacant after it is completed and before the occupant(s) move(s) in. Furthermore, the dwelling is also vacant when the occupant(s) move(s) out and before any new occupant(s) move(s) in.

**“Volunteer”:** means any person who donates time to an organization for a charitable purpose or in direct service to the general.

**“Water”:** means the chemical element defined as H<sub>2</sub>O in any of its three natural states, liquid, solid and gaseous.

**“Water main”:** means a pipe forming part of a public water distribution system, which conveys consumable water but not wastewater.

## SECTION 1 Property Coverage for Homeowners, Tenants, and Condominium Unit Owners

**COVERAGES** – The amounts of insurance are shown on the Coverage Summary Page for the coverages you have purchased. This includes:

**Debris Removal:** The cost of removal of debris of the property insured by this section of the policy, as a result of an Insured Peril.

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:** If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage from a plumbing, heating, air conditioning or sprinkler system or domestic appliance can be repaired, we will pay the cost of such repairs. The cost of tearing out and replacing property to repair damage related to outdoor swimming pools, hot tubs, spas or similar installations or public water mains, is not insured.

### **COVERAGE A - DWELLING BUILDING**

We insure:

- (1) The dwelling on the premises described on the Coverage Summary Page and the attached structures;
- (2) Permanently installed outdoor equipment on the premises;

- (3) Outdoor swimming pool and attached equipment on the premises;
- (4) Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your dwelling or private structures on the premises, other than private structures to be used in whole or in part for business or farming purposes. We insure against the peril of theft only when your dwelling is completed and occupied.

**Building Fixtures and Fittings:** You may apply up to 10% of the amount of insurance on your dwelling to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage.

### **COVERAGE B - DETACHED PRIVATE STRUCTURES** (Applicable to a Homeowner Only)

We insure structures or buildings separated from the dwelling by a clear space, on your premises but not insured under Coverage A – Dwelling Building. If they are connected to the dwelling by a fence, utility line or similar connection only, they are considered to be detached private structures.

We insure boathouses, docks, and piers not on your premises but located elsewhere in the same resort area as the dwelling.

### **Property Not Insured**

We do not insure:

- (1) any building or structure designed for agricultural purposes, or used in whole or in part for farming, or used for any other commercial or business purposes, whether it is in use, unoccupied, or vacant;
- (2) structures or outbuildings used or designed for use mainly as a place of residence;
- (3) hydronic yard furnaces, the building they are housed in, or any contents located in the building. This includes but is not limited to wood and/or coal fired water boilers;
- (4) tarp or fabric structures.

### **COVERAGE C - PERSONAL PROPERTY**

The description of Personal Property in the Homeowners Policy is as follows:

1. **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, to a maximum of \$1,500, while it is on your premises but we do not insure property of tenants, roomers or boarders who are not related to you.

2. **Off Premises:**

- (a) If the Coverage Summary Page specifies Homeowners Pak A, Tenant Pak A or Condominium Unit Owners Pak A, we insure your personal property for an additional amount of up to 10% of the amount of insurance on your Personal Property or \$1,500, whichever is greater, while it is temporarily away from your premises, anywhere in the world. This includes personal property newly acquired by you and in your possession when there has not been an opportunity to take such property to your premises. If you wish, we will include personal property belonging to others while it is in your possession or belonging to a residence employee traveling for you to a maximum of \$1,500. Personal property normally kept at any other location you own, rent, or occupy is not insured.
- (b) If the Coverage Summary Page specifies Homeowners Pak B or Homeowners Pak C, Tenant B or Condominium Unit Owners Pak B, we insure your personal property while it is temporarily away from your premises, anywhere in the world. This includes personal property newly acquired by you and in your possession when there has not been an opportunity to take such property to your premises. If you wish, we will include personal property belonging to others while it is in your possession or belonging to a residence employee traveling for you to a maximum of \$2000. You may apply up to 10% of the amount of insurance specified for your Personal Property at your principal residence to cover personal property kept at any other residence you own. Otherwise Personal Property normally kept at any other location you own, rent or occupy is not insured.
- (c) Personal property stored in a warehouse is only insured for the peril of theft.
- (d) Personal property of students residing away from home is insured up to a limit of \$7,500 for each student.
- (e) Personal property of a parent or family member who is dependent on you for support and maintenance, while residing in a nursing home or other health-care facility, is insured up to a limit of \$2,500.

- (f) Personal property belonging to others which is in your possession while you are acting as a volunteer is limited to \$1,000.
- (g) Personal property that you are moving to a new principal residence anywhere in Canada is insured while in transit and while at your new principal residence for up to 14 consecutive days beginning the day you start your move. The amount of insurance will be divided in the proportion that the value of the property at each premise and in transit bears to the value of all your personal property, at the time of loss.
- (h) Personal property in storage away from your premises is covered for a period of 30 consecutive days only, from the date the property is placed in storage, unless otherwise shown on the Coverage Summary Page. This limitation does not apply to:
  - (I) Property stored in an occupied private residence, or;
  - (II) Clothing, golf cart, watercraft or outboard motors in seasonal storage.

**SPECIAL LIMITS OF INSURANCE** – *Applicable to Personal Property*  
 For the following property, we will not pay more than the amounts stated. We insure:

- (1) Jewelry, watches, gems, fur garments and garments trimmed with fur up to \$5,000 in all;
- (2) Numismatic property (such as coin collections) up to \$500 in all;
- (3) Manuscripts, sports memorabilia collections, stamps and philatelic property (such as stamp collections) up to \$1,500 in all;
- (4) Silverware, meaning silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware up to \$5,000 in all.
- (5) Tapes, CDs, DVDs or other media while in or on your motor vehicle, watercraft or aircraft up to \$300 in all.

**The above limits only apply to loss or damage caused by the peril of theft.**

We insure: Antiques only for their depreciated value (antique value is not covered unless specifically scheduled), as well as:

- (6) Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$2,000 in all, but only while on your premises. Other business property, including samples and goods held for sale, is not insured;
- (7) Securities up to \$2,000 in all;
- (8) Money or bullion up to \$300 in all;
- (9) Medi Chairs, motorized lawn mowers, snow blowers, garden-type tractors and golf carts including attachments and accessories up to \$8,000 in all;
- (10) Watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all. Loss or damage from windstorm or hail is insured only if they were inside a fully enclosed building. Canoes and rowboats are also insured while in the open;
- (11) Computer software up to \$1,500 in all. We do not insure the cost of gathering or assembling information or data;
- (12) Parts for motorized vehicles that are not installed yet up to \$3,000 in all;
- (13) Any one bicycle including its equipment and accessories up to \$1,000 in all.

**Property Not Insured**  
 We do not insure loss or damage to motorized vehicles, trailers and aircraft or their equipment (except for motorized wheelchairs, scooters having more than 2 wheels and specifically designed for the carriage of a person with a physical disability, watercraft, motorized lawn mowers, garden-type tractors up to 22 KW (30 HP), other gardening equipment or snow blowers subject to Special Limits of Insurance). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

**COVERAGE D - ADDITIONAL LIVING EXPENSES** (This coverage does not apply to a Seasonal Residence)

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. We do not insure the cancellation of a lease or agreement.

- 1. Additional Living Expense:**  
 If damage to your dwelling by an insured peril makes it unfit for occupancy, or you have to move out while repairs are being made, 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 to rebuild your dwelling or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
- 2. Fair Rental Value:**  
 If damage to your dwelling or detached private structures or unit by an insured peril makes that part of the dwelling, detached private structure or unit 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, detached private structure or unit rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling, detached private structure or unit rented or held for rental is unfit for occupancy.
- 3. Civil Authority Prohibits Access:**  
 If, as the direct result of damage to a neighbouring premises by an insured peril, a civil authority prohibits access to your dwelling or unit we insure any resulting Additional Living Expense and Fair Rental Value for a period not exceeding two weeks. The term "Civil Authority" means any person acting under the authority of a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.
- 4. Emergency Evacuation:**  
 We will pay any 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 evacuation as a direct result of a sudden and accidental emergency. You are insured for a period not exceeding two weeks from the date of the order of evacuation, or \$2,000, whichever is the lesser. You are not insured for any claim arising from evacuation resulting from:
  - (a) flood meaning waves, tides, tidal waves and the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made;
  - (b) earthquake;
  - (c) war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
  - (d) nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material.

**ADDITIONAL COVERAGES OF SECTION 1**

- 1. Lawns, Outdoor Trees, Shrubs and Plants (This coverage does not apply to a Seasonal Residence)**  
 If you are a homeowner you may apply up to 5% of the amount of insurance on your dwelling to lawns, trees, shrubs and plants owned by you on your premises. We will not pay more than \$250 for any one tree, shrub or plant, including debris removal expenses. We insure lawns, trees, shrubs and plants against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts, as described under Insured Perils. We do not insure:
  - (a) lawns, trees, shrubs and plants grown for commercial purposes; or
  - (b) lawns, trees, shrubs and plants located more than 61 meters (200 ft) from the dwelling building.
- 2. Credit or Debit Cards, Automated Teller Cards, Electronic Funds Transfer Cards, Calling Cards, Library or Video Cards, Forgery and Counterfeit Money**  
 We will pay for:
  - (a) Your legal obligation to pay, up to \$2000, because of the theft or unauthorized use of credit or debit cards, automated teller cards, electronic funds transfer cards, calling cards, or library or video cards, used for deposit, withdraw, or transfer of funds, issued

to you or registered in your name which have been lost or stolen, provided you have complied with all of the conditions under which the card was issued, and you must notify the company, bank or trust company as soon as you discover the loss;

We will even pay for losses that occur while this policy is in effect and which are not discovered up to one year after its cancellation or termination.

- (b) Loss to you caused by forgery or alteration of cheques, drafts or other negotiable instruments, up to \$1000;
- (c) Loss by your acceptance in good faith of counterfeit Canadian or United States paper currency, up to \$50 for any one transaction or \$100 in any one year.

We do not pay for any loss:

- (a) caused by a resident of your household;
- (b) caused by a person to whom the card has been entrusted;
- (c) for any of the above arising out of business pursuits unless from the unauthorized use of a credit card or automated teller card issued or registered to you for which you are personally liable;
- (d) arising out of your dishonesty.

We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suits ends when the amount we pay for the loss equals the limit of liability. The most we will pay under this coverage during the term of this policy is \$5,000. No deductible applies to this coverage.

### 3. Identity Theft

We will reimburse you up to \$5000 or the amount shown on the Coverage Summary Page for:

- (a) Reasonable costs associated with registered mail to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors;
- (b) Fees for the re-application of loans which had been declined as a result of incorrect or erroneous information;
- (c) The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for financial institutions, credit agencies, credit grantors or similar lenders;
- (d) The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for law enforcement agencies;
- (e) Long distance telephone expenses to discuss an actual Identity Fraud Occurrence to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors;
- (f) Earnings lost resulting from necessary time away from you employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants and legal counsel;
- (g) Reasonable costs, fees or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an Identity Fraud Occurrence;
- (h) Reasonable legal fees incurred directly as a result of an Identity Fraud Occurrence, with prior notice to us for:
  - (i) The removal of any criminal or civil judgements wrongly entered against you;
  - (ii) To challenge the information in your consumer credit report;
  - (iii) The defence of lawsuits brought against you by businesses or their collection agencies;
- (i) Reasonable costs of obtaining up to two credit reports after an Identity Fraud Occurrence has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.

We do not insure:

- (a) your fraudulent, dishonest or criminal acts;
- (c) your own use of your identity;
- (d) your commercial or business pursuits;
- (e) your intentional disuse of your identity;

- (f) fraudulent, dishonest, criminal or intentional misuse of your identity by any resident of your household;
- (g) any losses covered under #2 above;
- (h) any losses covered by credit card insurance, bank insurance or other coverage available to you. This coverage will only apply once the other insurance available to you has been exhausted.

You are required to inform your local law enforcement agency of the Identity Fraud Occurrence. No deductible applies to this coverage.

### 4. Fire Department Charges

We will reimburse you for up to \$2,000, or the amount shown on the Coverage Summary Page, for your liability for fire department charges incurred for attending the premises insured under this policy to save or protect insured property from loss or damage, or further loss or damage insured against by this policy or property of others adjacent to your premises. This coverage is not subject to a deductible.

### 5. Temperature Change (Personal Property)

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

### 6. Property Protection Coverage

We will pay for property that is damaged trying to protect your dwelling, outbuildings, or personal property from a loss. For example, we will pay to recharge your or someone else's fire extinguisher if it was used to fight a fire on your premises. We will not pay for property owned by a fire department. The amount we pay under this coverage is in addition to the amounts shown on the Coverage Summary Page.

### 7. Lock Replacement

We will pay up to \$1000 for the replacement of locks on the principal residence building if the keys are stolen. No deductible applies to this coverage. Your policy must cover the peril of theft for this coverage to apply.

## ADDITIONAL COVERAGES FOR TENANTS AND CONDOMINIUM UNIT OWNERS

### 8. Improvements and Betterments

If you are a Tenant or Condominium Unit Owner we also insure improvements and betterments made by you or acquired at your expense, including:

- (a) any building, structure or swimming pool on the premises;
- (b) materials or supplies on the premises for use in such improvements or betterments.

The amounts of insurance are as follows:

- (I) if you are a tenant, we will pay up to 10% of the amount of insurance on your Personal Property, unless otherwise specified on the Coverage Summary Page;
- (II) if you are a Condominium Unit Owner, we will pay up to 100% unless otherwise specified on the Coverage Summary Page.

### 9. Damage to Dwelling

If you are a Tenant, you may apply up to \$500 of the insurance on your Personal Property to pay for damages (not including fire damage):

- (a) to the dwelling directly caused by theft or attempted theft;
- (b) to the interior of the dwelling directly caused by vandalism or malicious acts;
- (c) to the interior of the dwelling directly caused by accidental escape of water from a waterbed.

### 10. Condominium Unit Owners Loss Assessment Coverage

If you are a Condominium Unit Owner, we will pay an additional amount up to \$40,000 for your share of any special assessment, if:

- (a) the assessment is valid under the Condominium Corporation's governing rules; and
- (b) it is made necessary by a direct loss to the collectively owned condominium property caused by an Insured Peril you are covered for in your Condominium Policy.

We do not pay for any part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

### 11. Condominium Building Deductible Assessment Coverage

If you are a Condominium Unit Owner, we will pay for a deductible assessed to you by the condominium corporation resulting from loss or damage to your condominium unit or

common property. The loss or damage must be caused by a peril for which you are insured and the deductible shown on the Coverage Summary Page would apply.

#### 12. Condominium Unit Owners Contingent Insurance

If you are a Condominium Unit Owner, we insure your unit against direct loss or damage by an insured peril if the Condominium Corporation has no insurance, its insurance is inadequate, or it is not effective. We do not insure:

- (a) improvements or betterments made or acquired by you;
- (b) theft or attempted theft of any property;
  - (I) that was not part of your unit at the time of loss;
  - (II) in or from your unit while it is under construction, or of materials or supplies for the use in its construction, until your unit is completed and occupied.

The amount of insurance applicable to this coverage is up to 250% of the amount shown for personal property or such other amount as may be specified on the Coverage Summary Page.

## INSURED PERILS, LIMITATIONS, & EXCLUSIONS

### 1. HOMEOWNERS PAK A, TENANT PAK A, OR CONDOMINIUM UNIT PAK A

If the Coverage Summary Page specifies that **Homeowners Pak A** or **Tenant Pak A** or **Condominium Unit Pak A** applies, we insure your dwelling, detached private structures, and your personal property against direct loss or damage caused by the following perils as described, subject to all the exclusions, limitations, terms and conditions of this policy:

1. **Fire or Lightning**
2. **Explosion or Implosion**
3. **Smoke:** This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises
4. **Falling Object:** This peril means a falling object which strikes the exterior of the "Dwelling" or "Building", but not objects which strike because of snowslide, iceslide, landslide or any other earth movement.
5. **Impact by Aircraft or Land Vehicle:** (Animals are not insured under this peril)
6. **Riot**
7. **Vandalism or Malicious Acts:** This peril does not include:
  - (a) loss or damage occurring while the dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
  - (b) damage caused by you, members of your household, or your employees, any tenant, employee or member of the tenant's household;
  - (c) loss or damage caused by theft or attempted theft.
8. **Water Escape, Rupture, Freezing:** This peril means:
  - (a) the sudden and accidental escape of water from within a public watermain, swimming pool or equipment attached;
  - (b) the sudden and accidental escape of water or steam from within a heating, sprinkler, air conditioning or plumbing system, domestic appliance or waterbed which is located inside your dwelling;
  - (c) water which enters through an opening which has been created suddenly and accidentally by an insured peril;
  - (d) water from the accumulation of ice and snow on the roof or eavestrough, which enters the dwelling through the roof as a result of ice damming (applies only to Personal Property)

**This peril does not include loss or damage:**

  - (a) caused directly or indirectly by continuous or repeated seepage or leakage of water;
  - (b) caused by backing up or escape of water from a sewer or drain, sump or septic tank, eavestrough or downspout;
  - (c) caused by ground water or rising of the water table;
  - (d) caused by surface waters, unless the water escapes from a watermain or swimming pool;
  - (e) to watermains or outdoor plumbing systems and equipment attached (including but not limited to swimming pools, hot tubs or spas) caused by freezing, water or rupture;

- (f) to the system or appliance from which the water escaped;
  - (g) occurring while the dwelling is under construction or vacant, even if permission for construction or vacancy has been given by us;
  - (h) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or domestic appliance unless it happens within a dwelling heated during the usual heating season and you have not been away from your premises for more than 4 consecutive days. However, if you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained or if you had shut off the water supply and had drained all the pipes and appliances, you would still be insured.
9. **Windstorm or Hail:** This peril does not include loss or damage to the interior of a building caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building. Any watercraft, its furnishings and equipment you own are insured up to \$1,000 if they were inside a fully enclosed building at the time of loss. This limitation does not apply to canoes and rowboats while in the open. This peril does not include:
    - (a) damage to outdoor radio and/or TV antenna, towers, satellite receivers and their attachments;
    - (b) damage due to weight or pressure of ice or snow, waves, floods, and subsidence, whether driven by wind or not;
    - (c) damage to a building while raised off its foundation;
    - (d) damage to a building, including a mobile home, while being moved or otherwise in course of transit;
    - (e) any dent damage to the outer metal covering of a mobile home, unless the metal is punctured (pierced to make an opening in the metal roofing or siding).
  10. **Glass Breakage:** We insure glass that forms part of your dwelling or detached private structures on your premises, including glass in storm windows and doors, against accidental or malicious breakage. This peril does not include loss or damage occurring while a building is under construction or vacant even if permission for construction or vacancy has been given by us.
  11. **Transportation:** This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any vehicle of a common carrier. This peril does not include loss or damage to property in a cabin or home trailer that you own or any watercraft, their furnishings, equipment or motors.
  12. **Theft, Including Damage Caused By Attempted Theft:** This peril does not include loss or damage:
    - (a) which happens at any other dwelling which you own, rent or occupy, except while you are temporarily living there;
    - (b) caused by any tenant, employee or member of the tenant's household;
    - (c) to property in or from a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and ready to be occupied;
    - (d) to jewelry, gems, watches, fur garments and garments trimmed with fur, securities, numismatic property, manuscripts, stamps or philatelic property at any seasonal dwelling, if such property is normally kept there throughout the year, even if an amount of insurance is specified for "contents" at the seasonal dwelling.
  13. **Collapse, Including Collapse Caused by the Weight of Ice or Snow:** This peril means the collapse of foundations, walls, floors or roof of a dwelling due to weight of contents, equipment or people, or the weight of rain, snow, ice or sleet on the roof. This peril does not include loss or damage caused directly or indirectly:
    - (a) to outside property such as awnings, fences, trellises, fiberglass or plastic roof coverings, swimming pools, patios, driveways, walks or retaining walls, outdoor radio and/or TV antennae, towers, satellite receivers and their attachments;
    - (b) by rodents (such as squirrels and rats), insects or vermin (such as raccoons and skunks) or by dampness of atmosphere, dryness of atmosphere, rotting rust or corrosion.
  14. **Power Fluctuation Coverage:** This peril means the sudden and accidental loss or damage caused by artificially generated electrical current.
  15. **Earthquake:** including snow slide, ice slide, landslide or other earth movements occurring concurrently with and directly resulting from an earthquake shock.

## EXCLUSIONS – Loss or Damage Not Insured

Listed below is the property and losses we do not insure.

### Property Not Insured

We do not insure loss or damage to:

- (1) your insured dwelling when it has, to your knowledge, been vacant for more than 30 consecutive days;
- (2) outdoor trees, shrubs, plants and lawns, except as provided for under “Additional Coverages”;
- (3) any property illegally acquired, stored, transported, or kept;
- (4) any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- (5) property because of the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence;
- (6) books of account and evidences of debt or title;
- (7) business property, including samples and goods held for sale, except as provided under “Special Limits of Insurance”;
- (8) property away from your premises for the purpose of exhibition;
- (9) property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
- (10) household pets, animals, birds, or fish;
- (11) contact lenses;
- (12) retaining walls not constituting part of any insured building;
- (13) buildings, units or structures designed for agricultural purposes or used in whole or in part for farming or any other commercial or business purpose unless declared on the Coverage Summary Page;
- (14) buildings and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property.

### Losses Not Insured

We do not insure loss or damage resulting from, contributed to or caused directly or indirectly:

- (1) by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- (2) by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- (3) by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants;
- (4) by wear, tear, scratching, marring, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, fungi or spore(s), or contamination;
- (5) by faulty design, material or workmanship;
- (6) by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects or household pets, except loss or damage to building glass;
- (7) because of increased costs of repair due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
- (8) from intentional or criminal acts or failure to act by you, your employees or anyone to whom the damaged or lost property is entrusted;
- (9) by mysterious disappearance;
- (10) by accumulative damage, however caused.

### Data Exclusion

This policy does not insure:

- (a) “Data”;
- (b) loss or damage resulting from, contributed to or caused directly or indirectly by “Data Problem”.

However, if loss or damage caused by “Data Problem” results in the occurrence of further loss or damage to property insured that is directly caused by “Specified Perils” as defined in this policy, exclusion (b) shall not apply to such resulting loss or damage.

## 2. HOMEOWNERS PAK B

If the Coverage Summary Page shows **Homeowners Pak B**, we insure your dwelling, detached private structures and your personal property as follows:

(1) If there is loss or damage to property insured under Dwelling Building and/or Private Structures, you are insured for such loss or damage under the terms and conditions of Homeowners Pak A.

(2) If there is loss or damage to property insured under Personal Property, you are insured for such loss or damage under the terms and conditions of Homeowners Pak C.

### Additional Coverage for Homeowners Pak B & C

**Food Spoilage:** We insure foodstuffs while contained in any food freezer unit located within the principal residence for loss up to \$1,000 per occurrence when caused by a power failure or mechanical breakdown of such unit. You may apply a part of this limit to any reasonable expenses incurred, excluding repair or replacement parts, to reduce or avert the loss.

### We do not insure loss or damage:

- (a) due to the deliberate manual disconnection of the electrical power supply within the principal residence;
- (b) due to inherent vice and/or natural spoilage;
- (c) due to your failure to take all reasonable steps to prevent further loss or damage to the insured property;
- (d) resulting from any process of refinishing, renovating or repairing the freezer unit.

## 3. HOMEOWNERS PAK C, TENANT PAK B, OR CONDOMINIUM UNIT PAK B

If the Coverage Summary Page specifies **Homeowners Pak C, Tenant Pak B, or Condominium Owners Pak B**, we insure your dwelling, detached private structures and your personal property against direct physical loss or damage, subject to all the exclusions limitations, terms and conditions below.

### EXCLUSIONS

#### Property Not Insured

We do not insure loss of or damage to:

- (1) your insured property when your dwelling has to your knowledge, been vacant for more than 30 consecutive days;
- (2) buildings or structures used in whole or in part or designed for farming, commercial or business purposes unless declared on the Coverage Summary Page;
- (3) any property illegally acquired, imported, stored, transported, or kept;
- (4) business property, including samples and goods held for sale, except as provided under “Special Limits of Insurance”;
- (5) any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- (6) property because of the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence;
- (7) lawns, outdoor trees, shrubs or plants except as provided under Additional Coverages of this policy;
- (8) books of account and evidences of debt or title;
- (9) property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
- (10) household pets, animals, birds, or fish, unless the loss or damage is caused by a “Specified Peril” other than item (5) “*impact*” or item (11) “*transportation*”;
- (11) sporting equipment where the loss or damage is due to its use;
- (12) property at any fairground, exhibition or exposition for the purpose of exhibition;
- (13) contact lenses;
- (14) retaining walls not constituting part of any insured building;
- (15) buildings and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property.

### Loss or Damage Not Insured

We do not insure against loss or damage resulting from, contributed to or caused directly or indirectly:

- (1) by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
  - (2) by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
  - (3) by or resulting from contamination or pollution or the release, discharge or dispersal of contaminants or pollutants, except damage to the dwelling caused by the sudden and accidental escape of fuel from a permanently installed domestic fuel tank (including any attached equipment, apparatus or piping) that is part of an approved heating unit for the insured dwelling or detached private structure
  - (4) by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, fungi or spore(s), or contamination;
  - (5) by scratching or marring of any property or breakage of any fragile or brittle articles unless caused by a Specified Peril, impact by watercraft or aircraft, or theft or attempted theft;
  - (6) by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects or household pets, except loss damage to building glass;
  - (7) by cracking or falling of ceiling or wall plaster, unless caused by a peril not otherwise excluded by this policy;
  - (8) accumulative damage, however caused;
  - (9) because of increased costs of repair or replacement due to operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
  - (10) or resulting from any intentional or criminal act or failure to act by you, your employees or anyone to whom the damaged or lost property is entrusted;
  - (11) or due to the cost involved to correct faulty material or workmanship;
  - (12) by settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass; This exclusion does not apply to loss or damage insured under Insured Peril 8(b).
  - (13) by smoke from agricultural smudging or industrial operations;
  - (14) by buildup of smoke. Smoke damage must be sudden and accidental;
  - (15) by collapse of:
    - (a) outside property such as awnings, fences, or trellises unless resulting from structural collapse of foundations, walls, floors or roof of a building;
    - (b) patios, driveways, walks or retaining walls, outdoor radio and/or television antenna, towers, satellite receivers and their attachments;
  - (16) by water unless the loss or damage directly resulted from:
    - (a) the sudden and accidental escape of water from within a water main, swimming pool or equipment attached;
    - (b) the sudden and accidental escape of water or steam from within a heating, sprinkler, air conditioning or plumbing system, domestic appliance or waterbed which is located inside your dwelling;
    - (c) water which enters through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
    - (d) the accumulation of ice or snow on the roof or eavestrough, which enters the dwelling through the roof as a result of ice damming (applies only to Personal Property);
- But we do not cover loss or damage:
- (e) caused by continuous or repeated seepage or leakage of water;
  - (f) caused by backing up or escape of water from a sewer or drain, sump or septic tank, eavestrough or downspout;
  - (g) caused by ground water or rising of the water table;
  - (h) caused by surface waters, unless the water escapes from a water main or swimming pool;
  - (i) to water mains or outdoor plumbing systems and equipment attached (including but not limited to swimming pools, hot tubs or spas) caused by freezing, water or rupture;
  - (j) to the system or appliance from which the water escaped;
  - (k) occurring while the dwelling is under construction or vacant, even if permission for construction or vacancy has been given by us;

- (l) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or domestic appliance unless it happens within a dwelling heated during the usual heating season and you have not been away from your premises for more than 4 consecutive days. However, if you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained or if you had shut off the water supply and had drained all the pipes and appliances you would still be insured;
- (17) to the interior of a building caused by water from rain, hail, sleet or snow, all whether driven by wind or not, unless the loss or damage is co-incident with a windstorm which first creates an opening in the building;
  - (18) or due to vandalism or malicious acts caused by you or any members of your household, or your employees, or by any tenant, employee or member of the tenant's household;
  - (19) by vandalism or malicious acts or theft or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
  - (20) by theft or attempted theft;
    - (a) by any tenant, members of a tenant's household or employees of the tenant;
    - (b) at any other dwelling you own, rent or occupy, except while you are temporarily living there;
    - (c) of property at a dwelling under construction until the dwelling is completed and ready to be occupied;
    - (d) of jewelry, gems, watches, fur garments and garments trimmed with fur, securities, numismatic property, manuscripts, stamps or philatelic property at any seasonal dwelling if such property is normally kept there throughout the year, even if an amount of insurance is specified for "contents" at the seasonal dwelling.
  - (21) by change of temperature unless the loss or damage:
    - (a) is to personal property kept in your dwelling; and
    - (b) is the result of physical damage to your dwelling or equipment caused by a peril not otherwise excluded.

### Data Exclusion

This policy does not insure:

- (a) "Data";
- (b) loss or damage resulting from, contributed to or caused directly or indirectly by "Data Problem". However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to property insured that is directly caused by "Specified Perils" as defined in this policy, exclusion (b) shall not apply to such resulting loss or damage.

## BASIS OF CLAIM PAYMENT

### Building Dwelling, Private Structures and Personal Property (Applicable to all of Section 1)

This section sets out certain rules, which apply in settling a claim for loss or damage to insured property. When coverage applies, we will pay for insured loss or damage up to your financial interest in the property but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence. Any loss or damage shall not reduce the amounts of insurance provided by this policy.

We do not pay for any loss, expense or increased cost of repair or replacement due to the operation of any law or ordinance regulating zoning, demolition, repair or construction of buildings and their related services.

Settlement of loss will not include any time and expenses incurred in establishing your claim. Time and expenses not recoverable include but are not limited to:

- (1) the completion of claim documents;
- (2) obtaining competitive estimates;
- (3) the acquisition of replacement property.

**Actual Cash Value:** will take into account 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.

**Replacement Cost:** means the cost, at the time of loss, of repairs or replacement (whichever is less), with new property of similar kind and quality and usefulness, without deduction for depreciation.

**Deductible:** In any one occurrence, we are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the Coverage Summary Page. If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply. If your claim involves personal property on which the "Special Limits of Insurance" applies, the limitations apply to losses exceeding the deductible amount.

In the case of property located in the cities of Regina and Saskatoon, we will use a minimum \$1,000 deductible for loss or damage to your basement and its belongings caused by Sewer Backup. Your policy deductible will apply if it is greater than \$1,000.

**Building Replacement Cost – Optional Loss Settlement:** (this clause does not apply to mobile homes)

If you are a homeowner and there is loss or damage to a building insured under Dwelling Building or Private Structures, you may choose as the basis of loss settlement either (A) or (B) below; provided:

- (1) You repair or replace the damaged or destroyed building within a reasonable time after the loss; and
- (2) You use materials or similar quality for repair or replacement; and
- (3) If replacement is necessary, you replace the building on the same site with a building to be used for the same occupancy; and
- (4) The Coverage Summary Page does not indicate that the building is insured for "actual cash value;" and
- (5) There is nothing elsewhere in this policy limiting the basis of claim payment to "actual cash value."

If all these provisions are not met, settlement will be as in (B).

(A) The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case if the loss is over \$1000, we will pay in the proportion that the applicable amount of insurance bears to 80% of the replacement cost of the damaged building at the date of damage, but not exceeding the actual cost incurred.

(B) The Actual Cash Value of the damage at the date of the occurrence.

**Condominium Unit Owners Contingent Insurance:** In case of loss or damage for which an amount is payable under the Condominium Unit Owners Contingent Insurance coverage provided by this policy, we will pay up to the applicable amount of insurance for insured loss or damage to your unit, less any amount recoverable from any insurance covering the collective interests of the unit owners, as follows:

- (1) If, within a reasonable time after the loss or damage, you repair or replace the loss or damage to your unit with materials of similar quality, we will pay for the actual cost of repairs or replacement (whichever is less) without deduction for depreciation;
- (2) If loss or damage is not repaired or replaced within a reasonable time, we will pay the Actual Cash Value of the loss or damage at the date of occurrence.

**Improvements and Betterments:** (applicable to a Tenant or Condominium Unit Owner) If within reasonable time after damage, you repair or replace loss or damage to your improvements or betterments with materials of similar quality, we will pay on the basis of the actual cost of repairs or replacement (whichever is less) without deduction for depreciation, up to the applicable amount of insurance. If loss or damage is not repaired within a reasonable time, we will pay the Actual Cash Value of the loss or damage at the date or the occurrence, up to the applicable amount of insurance.

**Mobile Homes:** Loss or damage to Mobile Homes and additions will be settled on Actual Cash Value in all cases.

**Dwelling Roofs:** Loss or damage caused by windstorm or hail to dwelling roofs over 20 years old will be settled on an Actual Cash Value basis.

**Guaranteed Replacement Cost:** If the Coverage Summary Page indicates that *Guaranteed Replacement Cost (GRC)* applies, we agree to pay any insured loss under Dwelling Building on the basis of the following:

- (1) Subject to paragraph (2) below, we agree to pay:
  - (a) the actual cost reasonably incurred to repair or replace the building on the same site with materials of like kind and quality, without deduction for depreciation, even if this

exceeds the amount of insurance specified for Dwelling Building on the Coverage Summary Page;

- (b) we do not, however, pay for any loss, expense or increased cost of repair due to the operation of any law or ordinance regulating the zoning, repair, construction or reconstruction of buildings and their related services.
- (2) The forgoing agreement shall not be applicable and shall not be in effect unless you fully comply with the following conditions:
    - (a) the amount of insurance applicable to Dwelling Building must not be less than the full estimated replacement cost of the building;
    - (b) you must notify us of any additions, alterations or improvements you make to the building which increases its replacement cost by \$10,000, or more, within 60 days of the commencement. You agree to increase the amount of insurance applicable to Dwelling Building by an amount equal to the increase in the replacement cost of the building and to pay the additional premium for the increase;
    - (c) you must repair or replace the damaged or destroyed building within a reasonable time after the loss;
    - (d) you must have properly described your dwelling building to us when applying for this insurance;
    - (e) you agree to accept each annual adjustment in the coverage limits of liability as recommended by us and pay the additional premium.

**Combined Single Limit:** If the Coverage Summary Page indicates that (GRC) is included and the limit of insurance stated for any of the coverages Dwelling Building, Private Structures, or Personal Property is inadequate to satisfy your loss, you may apply the unused limits of insurance remaining under the coverage Dwelling Building, Private Structures, or Personal Property until the total limits of insurance under these coverages become exhausted. The sum of the limits of insurance for Dwelling Building, Private Structures, and Personal Property is the Combined Limit.

You must comply with the following conditions:

- (1) insure your Dwelling to 100% of its replacement cost value;
- (2) accept each annual adjustment in the coverage limits of liability as recommended by us and pay any additional premium;
- (3) notify us within 30 days of the start of any additions or other physical changes which may increase the replacement cost of the structure by 5% or more, and pay any resulting additional premium;
- (4) build on the same site promptly.

If you do not comply with the above conditions this coverage will not apply and the applicable policy limits stated on the Coverage Summary Page for the coverage Dwelling Building, Private Structures, and Personal Property will apply. If the GRC Coverage is shown as included on the Coverage Summary Page and in the event of an insured loss to the Dwelling, the limit shown for Dwelling Building is subtracted from the Combined Limit and the loss on the Dwelling is settled in accordance with GRC Coverage. Additional loss on Private Structures, Personal Property, and Additional Living Expense will be paid up to the remaining portion of the Combined Limit.

**Inflation Protection:** During the term of this policy, we will automatically change the limits of insurance on the Dwelling Building, Private Structures, and Personal Property by prorating months in force. Upon renewal, we will automatically apply the Inflation Protector to the limits of insurance shown on the Coverage Summary Page.

**Personal Property (On Premises or Off Premises):**

We agree to pay any loss insured for Personal Property on the basis of "Replacement Cost" up to the total amount of protection for Personal Property and subject to the following:

- (1) If the property is replaced with one of lesser quality, we will pay only the amount paid for the replacement.
- (2) We must receive written proof (receipts) of replacement or repair in order to receive replacement cost coverage.
- (3) We agree to pay on the basis of Replacement Cost only if the lost or damaged property is repaired or replaced as soon as reasonably possible. Otherwise the basis of claim payment will be the Actual Cash Value of the loss or damage at the date of the occurrence, up to the applicable amount of insurance, but not exceeding what it would cost to repair or replace the property with material of similar quality.



- (4) The insured may choose to settle on an Actual Cash Value basis initially. A subsequent claim may be made on a Replacement Cost basis for the difference to replace the property, but not later than 180 days after the date of loss or damage. We will not pay for increased costs due to unnecessary delays on the insured's part.
- (5) We will keep any salvage or proceeds from the salvage.
- (6) Electronic "Data" – We agree to pay the cost of replacing electronic data from backup copies or duplicates, but we will not pay the cost of gathering or assembling information or data required for reproduction.
- (7) "Software" – We agree only to pay for the cost of replacing licensed software and only from duplicates or licensed originals of the lost or damaged version of the software.
- (8) Non-Electronic Records – including books of account, financial statements, legal documents such as wills and mortgage documents, drawings or card indexed systems. We agree to pay the cost of transcribing or copying the records from duplicates and the cost of blank books, pages, cards, or other materials. We will not pay the cost of research to reproduce these documents.

**Otherwise, the basis of claim payment will be the Actual Cash Value of the damage on the date of the occurrence.**

Replacement Cost settlement does not apply to:

- (a) Property that is not in good, useable condition at the time of loss;
- (b) Property not in use at the time of loss that had been stored away and which had no specific future use;
- (c) Property that is obsolete;
- (d) Antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced;
- (e) Fur garments, garments trimmed with fur or wedding gowns that are 5 years of age from the date they were originally purchased new;
- (f) Property that has not been fixed or replaced after a loss;
- (g) Spare automobile parts and accessories;
- (h) Boats, their equipment, accessories, outboard motors, and jet propulsion personal watercraft, including unlicensed boat trailers that are more than five years of age from date they were originally purchased new;

**Specific Causes of Loss Subject to Actual Cash Value Settlement:** If the Coverage Summary Page shows "Sewer, Septic Tank, Drain or Sump Backup" coverage applies and a Sewer Backup occurs, in the case of property in the cities of Regina and Saskatoon, we will not pay more than the Actual Cash Value of the loss or damage to sub flooring and flooring forming part of your dwelling or unit. This limitation applies even if there is another provision of this policy which may provide for a different basis of claim payment. Sewer backup means accidental discharge of sewage or water from a sewer, sump, septic tank or an eavestrough or downspout connected to a sewer.

**Swimming Pool Liners:** Loss or damage to swimming pool liners will be settled on the basis of Actual Cash Value in all cases.

**Insurance Under More Than One Policy:** If you have insurance on specifically described property, 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. In all other cases, our policy will pay its ratable proportion of an insured loss.

**Obsolescence:** We will not pay for increased costs that result when you cannot repair or replace your property because material or parts are unavailable, obsolete or outmoded. We will pay for the cost that would have been required if material or parts were available. We will pay on the basis of the last known cost of material or parts.

## SECTION 2 Personal Liability Coverage

### DEFINITIONS

**"You" and "your":** in this Section has the same meaning as defined on page 1. In addition, the following persons are insured:

- (1) any person or organization legally liable for damages 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) a residence employee while performing their duties for you;
- (3) your legal representative having temporary custody of the insured premises, if you die while insured by this policy, but only 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.

**"We" and "us":** in this Section has the same meaning as defined on page 1.

**"Bodily Injury":** means bodily injury, sickness or disease or resulting death.

**"Business":** means any continuous or regular pursuit undertaken for financial gain including a trade, profession or occupation; or any temporary or part-time business pursuit of an insured under the age of 21

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

**"Condominium Corporation":** in this section has the same meaning as defined in Section 1.

**"Condominium Unit Owner" or "Unit Owner":** in this section has the same meaning as defined in Section 1.

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

**"Legal Liability":** means responsibility, which courts recognizes and enforce between persons who sue one another.

**"Named Insured":** means the person or organization named as the insured on the Coverage Summary Page, but this does not include a person or organization named as an "Additional Insured."

**"Occurrence":** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**"Property Damage":** means damage to, or destruction of, or loss of use of tangible property.

**"Premises" and "Insured Premises":** in this Section means all premises where the person(s) named as insured on the Coverage Summary Page, or his or her spouse, maintains a residence. It also includes:

- (1) other residential premises specified on the Coverage Summary 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 temporarily using or where you are temporarily residing if you do not own such premises, provided that you are not the lessee or tenant of the premises under any agreement which is longer than 90 consecutive days;
- (6) premises in Canada to be occupied by you as your principal residence from the date you acquire ownership or take possession but not beyond the earliest of:
  - (a) 30 consecutive days
  - (b) the date the policy expires or is terminated;
  - (c) the date upon which specific liability insurance is arranged for such premises.

**"Recreational Vehicle":** means a land motor vehicle designed for recreational use off public roads, and not required to be registered under any government authority.

**"Residence Employee":** in this Section has the same meaning as defined in Section 1.

### COVERAGES

We provide the insurance described in Coverages E, F and G only if Homeowner's Liability is shown on the Coverage Summary Page. The insurance described applies only to accidents or occurrences which take place during the term of this policy. Each person insured is a separate insured but this does not increase the limit of insurance.

#### COVERAGE E - LEGAL LIABILITY

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional "Bodily Injury" or "Property Damage" to which this insurance applies. Other than as provided under "Defense, Settlement, Supplementary Payments", the amount of insurance shown on the Coverage Summary Page is the maximum amount we will pay for all compensatory damages in respect of one accident or "occurrence" regardless of the number of:

- (1) insured persons;

- (2) claims made or actions brought; or
- (3) persons or organizations making claims or bringing actions.

If there is a claim payable under Coverage E for which you are insured by us under more than one policy, we will pay up to the highest limit available under any one policy. The amounts of insurance specified for the individual policies may not be combined.

You are insured for claims made against you arising from:

1. **Personal Liability** – You are insured for legal liability 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, farm machinery or watercraft except those for which coverage is shown in this policy;
- (b) damage to property you own, use, occupy, rent 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.

2. **Premises Liability** – You are insured for legal liability arising out of your ownership, use or occupancy of the premises and legal liability to others you assume by written contract in relation to your premises.

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

- (a) damage to property you own, use, 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.

3. **Tenants Legal Liability** – You are insured for legal liability for property damage to premises, or their contents, which you are using, renting or have in your custody or control caused by:

- (a) fire,
- (b) explosion,
- (c) smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces, water escape from a heating, plumbing, sprinkler or air conditioning system, waterbed or household appliance. This coverage will not apply if you have been away from your premises more than four consecutive days. However, if you had arranged for a competent person to enter your dwelling or unit daily to ensure that heating was being maintained or if you had shut off the water supply and had all the pipes and appliances drained, you would still be insured.
- (d) Water escape from a heating, plumbing, sprinkler or air conditioning system or household appliance.

You are not insured for liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force. This insurance does not apply to premises or their contents you are using for business purposes.

4. **Employers' Liability** – You are insured for legal liability for 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:

- (a) the ownership, use or operation of aircraft while being operated or maintained by your employee;
- (b) liability imposed upon or assumed by you under any workers' compensation, disability benefits, or unemployment compensation, or any similar law.

The "Additional Exclusions" listed below also apply to these coverages.

#### **DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS**

We will defend you against any suit which makes claims against you for which you are insured under Coverage E and which alleges bodily injury or property damage and seeks 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. In addition to the limit of insurance under Coverage E, we will pay:

- (1) all expenses which we incur;
- (2) all costs charged against you in any suit insured under Coverage E;
- (3) any interest accruing after judgment on that part of the judgment which is within the amount of insurance of Coverage E;
- (4) premiums for appeal bonds required in any insured law suit involving you and bonds to release any property that is being held as security, up to the amount 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 accident or occurrence insured by this policy;
- (6) reasonable expenses, except loss of earnings, which you incur at our request.

#### **COVERAGE F - VOLUNTARY MEDICAL PAYMENTS**

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 Coverage Summary Page is the maximum amount we will pay for each person in respect of one accident or occurrence.

We will not pay for:

- (1) expenses covered by any medical, dental, surgical or hospitalization plan or law or under any other insurance contract;
  - (2) medical expenses or those of persons residing with you, other than residence employees;
  - (3) medical expenses of any person covered by any workers' compensation statute
- You shall arrange for the injured person, if requested, to:
- (1) give us, as soon as possible, written proof of claim, under oath if requested;
  - (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 authorizations may be given by someone acting on behalf of the injured person.

The "Additional Exclusions" listed below also apply to this coverage.

#### **COVERAGE G - VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY**

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 anyone included in the definition of "you" or "your" in this section of the policy, 12 years of age or under.

You are not insured for claims:

- (1) resulting from the ownership, use or operation of any motorized vehicle, farm implement, trailer or watercraft, except those for which coverage is provided by this policy;
- (2) for property you or your tenants own or rent;
- (3) caused by the loss of use, disappearance or theft of property; or
- (4) which are insured under Section 1

**Basis of Payment:** We will pay whichever is the least of the following:

- (1) the actual cash value of the property at the time of 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 of insurance shown on the Coverage Summary 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 verify the damage.

The "Additional Exclusions" listed below also apply to this coverage.

## COVERAGE E - SPECIAL LIMITATIONS

### (A) WATERCRAFT

**Watercraft You Own:** You are insured against claims arising out of your ownership, use or operation of watercraft provided the watercraft:

- (1) is not more than 8 meters (26 feet) in length and is 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; or
- (2) is not more than 8 meters (26 feet) in length and is equipped with any other type of motor of not more than 38 kw (50 hp); or is not equipped with any motor and is not more than 8 meters (26 feet) in length.
- (3) If you own any motors or watercraft that exceed the motor power or length stated above and are not Jet Propelled Personal Watercraft, you are insured only if Watercraft Liability Extension is shown on the Coverage Summary Page. If you acquire any of these (other than a Jet Propelled Personal Watercraft) after the effective date of this policy, you will be insured automatically for a period of thirty days only from the date of their acquisition. You are not insured for claims arising out of the ownership, use or operation of any Jet Propelled Personal Watercraft you own.

**Watercraft You Do Not Own:** You are insured against claims arising out of your use or operation of watercraft which you do not own, provided:

- (1) the watercraft is being used or operated with the owner's consent;
- (2) the watercraft is not owned by anyone included in the definition of "you" or "your" of this policy.

You are not insured for damage to the watercraft itself.

**Watercraft Uses Not Insured:** We do not insure claims made against you arising from the use or operation of any watercraft, whether owned by you or not, while it is:

- (1) being used for carrying passengers for compensation;
- (2) being used in any race or speed test;
- (3) rented to others;
- (4) being operated or controlled by you while you are under the influence of intoxicating liquor or drugs to such an extent as to be incapable of the proper operation or control of the watercraft; being operated or controlled by you while your alcohol-blood ratio exceeds 80 milligrams of alcohol in 100 milliliters of blood;
- (5) We do not insure "Bodily Injury" or "Property Damage" when a motorboat and/or personal watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

### (B) MOTORIZED VEHICLES

**Vehicles You Own:** You are insured against claims arising out of your ownership, use or operation of the following motorized vehicles provided they are not subject to motor vehicle registration or used for compensation or hire:

- (1) self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 22kW (30 HP), or implements used or operated mainly on your property;
- (2) motorized golf carts while used or operated on your premises or on a golf course;
- (3) motorized wheelchairs, scooters having more than 2 wheels and specifically designed for the carriage of a person with a physical disability;
- (4) while on the insured premises, recreational vehicles if they are designed for use off public roads and are not required to be registered under any government authority.

**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 required to be registered under any government authority and it is designed primarily for use off public roads;
- (2) you are not using it for business or organized racing;
- (3) the vehicle is being used or operated with the owner's consent;
- (4) the vehicle is not owned by anyone included in the definition of "you" or "your" of this policy.

You are not insured for damage to the vehicle itself.

(C) **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.

### (D) BUSINESS AND BUSINESS PROPERTY

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 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;
- (4) rental to others of a one or two family dwelling usually occupied in part by you as a residence, provided that no family unit includes more than two roomers or boarders per family;
- (5) the rental of space in your residence to others for incidental office, school or studio occupancy;
- (6) the rental to others, or holding for rent, of not more than three car spaces or stalls in garages or stables;
- (7) activities during the course of your trade, profession or occupation which are ordinarily considered to be non-business activities;
- (8) the temporary or part-time business pursuits of an insured person under the age of twenty-one years.

Claims arising from the following business pursuits are insured only if the properties or operations are declared on the Coverage Summary Page;

- a. the rental of residential buildings containing not more than six dwelling units;
- b. the use of part of your residence by you for incidental office, school or studio occupancy.

### (E) LOSS ASSESSMENT COVERAGE

If you are a condominium unit owner, we will pay up to 200% of the amount shown on the Coverage Summary Page, in any one annual policy period for your share of special assessments if:

- (1) the assessments are valid under the Condominium Corporation's governing rules, and;
- (2) the assessments are made necessary by occurrences to which the Section of the policy applies.

We do not pay for any part of these assessments made necessary by a deductible in the insurance policy of the Condominium Corporation.

### OPTIONAL COVERAGE H – JET PROPELLED PERSONAL WATERCRAFT LIABILITY

We provide the insurance described in this Coverage only if an amount of insurance is shown for "Personal Watercraft Liability" on the Coverage Summary Page.

**Definitions** (Applicable to Coverage H)

**"Passenger":** means anyone other than the operator, who is in, on, getting onto or alighting from a jet propelled personal watercraft.

#### Coverage

You are insured for claims made against you arising from the ownership, use or operation of the jet propelled personal watercraft described for this coverage on the Coverage Summary Page. From hereon we will refer to this as "the personal watercraft." We will pay all sums, which you become legally liable to pay as compensatory damages because of unintentional bodily injury, or property damage to which this insurance applies.

Other than as provided under "Defense, Settlement, Supplementary Payments," the amount of insurance shown on the Coverage Summary Page for Personal Watercraft Liability is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence regardless of the number of:

- (1) insured persons;
- (2) claims made or action brought; or
- (3) persons or organizations making claims or bringing actions,

**COVERAGE H EXCLUSIONS – Loss or damage not insured:**

- (1) You are not insured for claims arising from the ownership, use or operation of the Personal Watercraft while it is:
  - (a) being operated or controlled by any person under 16 years of age;

- (b) being operated or controlled by any person while under the influence of any intoxicating substance or whose alcohol-blood ratio exceeds 80 milligrams of alcohol in 100 millilitres of blood;
  - (c) carrying passengers for a fee;
  - (d) in a race or speed test;
  - (e) rented or leased by you to others;
  - (f) being used for any illicit or prohibited trade or transportation;
  - (g) being used or operated in an area where the use or operation of a jet propelled watercraft is restricted or prohibited.
- (2) You are not insured for claims when the engine capacity of the personal watercraft exceeds 650cc.
  - (3) We do not insure "Bodily Injury" or "Property Damage" when a motorboat and/or personal watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

#### **OPTIONAL COVERAGE I – ALL TERRAIN VEHICLE LIABILITY**

We provide the insurance described in this coverage only if an amount of insurance is shown for "All Terrain Vehicle Liability" on the Coverage Summary page.

**"Passenger"**: means anyone, other than the operator, who is in, on, getting onto or alighting from an All Terrain Vehicle

**"Underage Operator"**: means a person in control of or operating an All Terrain Vehicle who is 12 years of age or older but not more than 15 years of age

#### **Coverage:**

You are insured against claims made against you arising from the ownership, use of or operation of the All Terrain Vehicle described for this Coverage on the Coverage Summary Page. We will pay all sums, which you become legally liable to pay as compensatory damage because of unintentional "Bodily Injury" or "Property Damage" to which this insurance applies. Other than as provided under "Defense, Settlement, Supplementary Payments", the amount of insurance shown on the Coverage Summary page for All Terrain Vehicle Liability is the maximum amount we will pay for all compensatory damage in respect of one accident or occurrence, regardless of the number of:

- (1) insured persons;
- (2) claims made or actions brought, or
- (3) persons or organizations making claims or bringing actions.

#### **COVERAGE I EXCLUSIONS – Loss or damage not insured:**

- (1) You are not insured for claims arising from the ownership, use or operation of the All Terrain Vehicle while it is:
  - (a) being operated or controlled by any person under 16 years of age, unless the Underage Operator Option is included;
  - (b) being operated or controlled by any person under 12 years of age, whether or not the Underage Operator Option is included;
  - (c) being operated or controlled by any person while under the influence of any intoxicating substance or whose alcohol-blood ratio exceeds 80 milligrams of alcohol in 100 millilitres of blood;
  - (d) carrying passengers for a fee;
  - (e) in a race or speed test;
  - (f) rented or leased by you to others;
  - (h) being used for any illicit or prohibited trade or transportation;
  - (i) being used or operated in a matter contrary to the provisions of the All Terrain Vehicles Act (Sask)
- (2) You are not insured for claims arising from bodily injury to a passenger.

#### **COVERAGE I OPTIONAL EXTENSION**

The Coverage Summary Page will show if the following optional extension is included in this coverage, and if so, to which All Terrain Vehicle they apply. All Coverage I Exclusions apply to this option.

**Underage Operator:** If the Coverage Summary Page shows that the Underage Operator Option is included, you are insured for claims made against you because of bodily injury and property damage arising from the ownership use or operation of the All Terrain Vehicle while it is being operated by an underage operator.

#### **ADDITIONAL EXCLUSIONS – Applicable to Coverage E, F, G, H and I**

##### **Loss or damage not insured**

You are not insured for claims arising from:

- (1) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- (2) bodily injury or property damage which is also insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of Insurers regardless of exhaustion of such policy limits or its termination;
- (3) your business or any business use of your premises except as specified in this policy;
- (4) the rendering or failure to render any professional service;
- (5) bodily injury or property damage caused by any intentional or criminal act or failure to act by:
  - (a) any person insured by this policy; or
  - (b) any other person at the direction of any person insured by this policy;
- (6) the ownership, use or operation of any aircraft or premises used as an airport or landing strip, and all necessary or incidental operations;
- (7) the ownership, use or operation of any motorized vehicle, trailer or watercraft except those for which coverage is provided in this policy;
- (8) the ownership, use or operation of any watercraft during participation in any race or speed contest other than a sailboat;
- (9) pollution of land, water or air. This exclusion does not apply to bodily injury or property damage caused by heat, smoke or fumes from a "hostile fire." A "hostile fire" means a fire which becomes uncontrollable or breaks from where it was intended to be;
- (10) the transmission of a communicable disease by any person insured by this policy or any sexual, physical, psychological or emotional abuse or molestation, sexual harassment or corporal punishment by, at the direction of or with the knowledge of an insured;
- (11) the erasure, destruction, corruption, misappropriation or misinterpretation of "data";
- (12) erroneously creating, amending, entering, deleting or using "data";
- (13) the distribution or display of "data" by means of an Internet website, the internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of "data";
- (14) (a) directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of Fungi or Spores however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of Fungi or Spores; or
  - (b) any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with (a) above;
  - (c) or any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (a) or (b) above.

#### **CONDITIONS - Applicable to Coverage E, F, G, H and I**

**Notice of Accident or Occurrence:** When an accident or occurrence takes place, you must promptly give us notice (in writing if required).

The notice must include:

- (a) your name and policy number;
- (b) the time, place and circumstances of the accident;
- (c) the names and addresses of witnesses and potential claimants.

**Co-operation:** You are required to

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

**Unauthorized Settlements – Coverage E:** 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 – Coverage E:** 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 as our consent.

**Action Against Us – Coverage F and G:** You shall not bring suit against us until you have fully complied with all the terms of this policy, nor until 60 days after the required Proof of Loss Form has been filed with us.

**Deductible – Coverage E:** Our obligation under Coverage E – Legal Liability to pay compensatory damages on your behalf applies only to the amount of compensatory damages in excess of any deductible amounts stated on the Coverage Summary Page. The limits of insurance applicable to “each occurrence” for Property Damage and “any one Premises” for Tenants Legal Liability will be reduced by the amount of such deductible. The “Aggregate Limit” for such coverages shall not be reduced by the application of such deductible amount. The deductible amount stated on the Coverage Summary Page applies to all compensatory damages because of “property damage” as the result of any one “occurrence”, regardless of the number of people or organizations who sustain compensatory damages because of the “occurrence”. The terms of this insurance, including those with respect to our right and duty to defend any action seeking those compensatory damages and your duties in the event of an “occurrence”, claim or action apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or action and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**Payment of Claim – Coverage F and G:** Payment by us under either of the coverage is not an admission of liability by you or us.

**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, 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. However, if you have other insurance with us which applies to a loss or claim, we will pay up to the highest limit available under any one of our policies.

## SECTION 3 Miscellaneous Coverages

The coverage described in this section apply only if they are indicated on the Coverage Summary Page. All terms, exclusions, limitations and conditions of the policy remain unchanged except as provided by these endorsements. The definitions in Section 1 also apply to the Miscellaneous Coverages section.

### (A) ALL TERRAIN VEHICLE COVERAGE

If the Coverage Summary Page shows that A.T.V Coverage applies, we insure the All Terrain Vehicle(s) described on the Coverage Summary Page, including its permanently attached equipment. This insurance applies only to insured property within the territorial limits of Canada and the Continental United States of America.

#### **Insured Perils**

**Fire & Theft** – If the Coverage Summary Page specifies “Fire & Theft”, you are insured against direct loss by “Fire or Lightning” and “Theft” only.

**All Risk** - We insure your All Terrain Vehicle listed on the Coverage Summary Page against all risks of direct physical loss or damage from any external cause, subject to the exclusions, limitations, terms and conditions below:

#### **LOSS OR DAMAGE NOT INSURED**

##### **Property Not Insured**

We do not insure:

1. loss or damage to any property illegally imported, acquired, kept, stored or transported
2. loss or damage to any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. loss or damage to electrical apparatus (including wiring) caused by electricity other than lightning, but if fire ensues, we will pay for the damage caused by the fire;
4. loss or damage to any property which is used in any illegal trade or transportation;
5. loss or damage while used outside the territorial limits described;
6. loss or damage while used in whole or in part for the cultivation, harvesting, processing, manufacturing, distribution or sale of marijuana or any product derived from, or

containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property.

#### **Losses Not Insured**

We do not insure against loss or damage resulting from, contributed to or caused directly or indirectly by:

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
3. contamination or pollution or the release, discharge or dispersal of contaminants or pollutants;
4. wear, tear, gradual deterioration latent defect, inherent vice, mechanical breakdown, scratching, denting, chipping, rust, corrosion, dampness or dryness of atmosphere, fungi or spore(s);;
5. undergoing any process or while being worked on. If fire or explosion ensues we will pay for the resultant damage caused by the fire or explosion;
6. birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
7. any process of refinishing, renovating, repairing, servicing or maintenance;
8. electrical currents, other than lightning;
9. weathering, ice, freezing or extremes of temperature;
10. your intentional or criminal acts;
11. infidelity of others who borrow or use the property insured.

#### **Limitations of Use**

We do not insure any property while it is:

1. rented or leased to others;
2. used to carry passengers for compensation;
3. being operated in any race or speed test;
4. not being operated in accordance with the All Terrain Vehicles Act (Sask) regulations.

#### **Substitute Acquisition Clause**

If you dispose of the insured property during the term of this policy we agree to hold covered similar property acquired in replacement thereof for a period not exceeding 30 days from the date of acquisition and to an amount not exceeding the amount of insurance on the property disposed of or the invoice cost of the newly acquired property, whichever is less. We will adjust your premium on a pro rata basis from the date of the acquisition.

#### **BASIS OF CLAIM PAYMENT**

##### **Actual Cash Value**

We will pay the Actual Cash Value of insured loss or damage up to your financial interest in the property but not exceeding the applicable amount(s) of insurance shown on the Coverage Summary Page for any loss or damage arising out of one occurrence

The Actual Cash Value will take into account 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.

**Deductible:** We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Coverage Summary Page in any one occurrence.

### (B) BOAT & MOTOR COVERAGE

If the Coverage Summary Page shows that Boat and Motor Coverage applies, you are insured against all risks of direct physical loss or damage from any external cause, subject to the exclusions, limitations, terms and conditions below. We insure:

1. the boat(s) described on the Coverage Summary Page including its permanently attached equipment (except outboard motors) as well as oars, anchors, seat cushions, auxiliary fuel tanks, tarpaulins, fire extinguishers and spare propellers all pertaining to the described boat;
2. the motor(s) described on the Coverage Summary page including fuel containers and electric starting equipment or controls supplied as integral equipment by the manufacturer;

3. boat and/or motor accessories described on the Coverage Summary Page and not included in 1 or 2 above.

This insurance applies only to insured property within the limits of Canada and the Continental United States of America.

#### **DEFINITIONS**

**"Miscellaneous Equipment"** means the on board accessories and equipment that are not permanently attached to the Watercraft described on the Coverage Summary Page and that pertain to its use and safety. "Miscellaneous Equipment" does not include water skis or other related sports equipment. "Miscellaneous Equipment" does include boat covers, anchors, life preservers, lines, fire extinguishers, seat cushions, flares, oars, flaps, batteries, boxes, battery chargers, pumps, sails and similar equipment.

**"Outboard Motors"** means the outboard motor shown on the Coverage Summary Page including its fuel tanks, battery and electric starting equipment.

**"Watercraft"** means the pleasure craft shown on the Coverage Summary Page including accessories and equipment permanently attached.

#### **LOSS OR DAMAGE NOT INSURED**

##### **Property Not Insured**

We do not insure loss or damage to any watercraft, motors or equipment:

1. illegally imported, acquired, kept, stored or transported;
2. lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. to electrical apparatus (Including wiring) caused by electricity other than lightning. If fire ensues, we will pay for the damage caused by the fire;
4. which is used in any illegal trade or transportation;
5. used for carrying people for compensation or which is chartered, leased or used for any commercial purpose;
6. used outside the territorial limits described;
7. used in whole or in part for the cultivation, harvesting, processing, manufacturing, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act.

##### **Losses Not Insured**

We do not insure against loss or damage resulting from, contributed to or caused directly or indirectly by:

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
3. contamination or pollution or the release, discharge or dispersal of contaminants or pollutants;
4. wear, tear, gradual deterioration (including damage by marine life), mechanical defects or breakdown, scratching, denting, chipping, electrolysis, rust, corrosion, dampness or dryness of atmosphere or by any fungi or spore(s);
5. undergoing any process or while being worked on. If fire or explosion ensues we will pay for the resultant damage caused by the fire or explosion;
6. birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
7. any process of refinishing, renovating, repairing, servicing or maintenance;
8. electrical currents, other than lightning;
9. weathering, ice, freezing or extremes of temperature;
10. your intentional or criminal acts;
11. infidelity of others who borrow or use the property insured.

##### **Limitations of Use**

We do not insure any property while it is:

1. rented or leased to others;
2. used to carry passengers for compensation;
3. being operated in any race or speed test;

4. not being operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements;

#### **Substitute Acquisition Clause**

If you dispose of the insured property during the term of this policy we agree to hold covered similar property acquired in replacement thereof for a period not exceeding 30 days from the date of acquisition and to an amount not exceeding the amount of insurance on the property disposed of or the invoice cost of the newly acquired property, whichever is less. We will adjust your premium on a pro rata basis from the date of the acquisition.

#### **BASIS OF CLAIM PAYMENT**

##### **Actual Cash Value**

We will pay the Actual Cash Value of insured loss or damage up to your financial interest in the property but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence.

The Actual Cash Value will take into account 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.

##### **Replacement Cost**

If boats or motors insured by this coverage are less than 4 years old, we will agree to make settlement on the basis of the cost of repairs or replacement cost (whichever is the lesser) of the insured item without deduction for depreciation subject to the policy conditions and exclusions and the following provisions:

- (1) It is in use for its original purpose and has been maintained in good physical condition and insured to 100% of the replacement cost of the item
- (2) the repair or replacement must be made within a reasonable time after the damage
- (3) loss or damage to tires and batteries and betterment resulting from the necessary repair or replacement of prior damage that was not repaired
- (4) shall be settled on Actual Cash Value basis
- (5) we will pay the lesser of:
  - a. the cost to repair with materials of similar kind and quality; or
  - b. the cost of new items of similar kind, quality and usefulness without any deduction for depreciation; or
  - c. the applicable limit of insurance for this item as stated on the Coverage Summary page

Otherwise the basis of claim payment will be Actual Cash Value.

**Co-insurance:** We will only be liable for no greater proportion of any loss than the amount of insurance bears to 100% of the actual cash or replacement cost value of the insured property.

**Deductible:** We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Coverage Summary Page in any one occurrence.

#### **(C) MISCELLANEOUS ARTICLES FLOATER COVERAGE**

If the Coverage Summary Page shows that Personal Articles Floater applies we insure the items shown on the Coverage Summary Page for this coverage against risks of direct physical loss or damage, subject to the exclusions, limitations, terms and conditions below.

#### **LOSS OR DAMAGE NOT INSURED**

##### **Property Not Insured**

We do not insure loss or damage to:

1. electrical devices or appliances caused by electrical currents other than lightning;
2. any property illegally acquired or kept;
3. any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
4. any musical instrument played for a fee unless we have given our written permission;
5. breakage of fragile or brittle articles;
6. loss or damage to sporting or hobby equipment where the loss is due to their use.

##### **Losses Not Insured**

We do not insure against loss or damage resulting from, contributed to or caused directly or indirectly by:

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
3. contamination or pollution or the release, discharge or dispersal of contaminants or pollutants;
4. wear, tear, gradual deterioration (including damage by marine life), mechanical defects or breakdown, scratching, denting, chipping, electrolysis, rust, corrosion, dampness or dryness of atmosphere or weathering *or by any "fungi" or "spore(s)";*
5. undergoing any process or while being worked on. If fire or explosion ensues we will pay for the resultant damage caused by the fire or explosion;
6. birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
7. any process of refinishing, renovating, repairing, servicing or maintenance;
8. electrical currents, other than lightning;
9. weathering, ice, freezing or extremes of temperature;
10. your intentional or criminal acts;
11. property away from your premises for the purpose of exhibition.

This policy does not insure "Data" or loss or damage resulting from, contributed to or caused directly or indirectly by "Data Problem". However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to insured property that is directly caused by "Specified Perils", this exclusion shall not apply to such resulting loss or damage.

#### **SPECIAL CONDITIONS**

**Stamp and Coin Collections:** We will pay for loss or damage to your collection in the proportion that the amount of insurance on your collection bears to its cash market value at the time of loss. We will not pay more than \$250 on any single article of your collection. A single article means any one stamp, coin or other individual article or pair, strip, block, series, sheet, cover, frame, card or the like. This condition does not apply to articles listed on the Coverage Summary Page.

**Newly Acquired Articles:** If you acquire any additional articles of the type for which an amount of insurance is shown, we will automatically insure these under this coverage provided you notify us within 30 days. We will not pay more than \$5,000 under this extension.

Any loss or damage will not reduce the amount of insurance provided by this coverage. If, following payment of a claim, you acquire any articles to replace those which were lost or damaged, you must tell us within 30 days of acquisition.

#### **BASIS OF CLAIM PAYMENT**

Unless stated otherwise, we will pay the Replacement Cost of the insured loss or damage up to your financial interest in the property but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence, provided that;

- (a) the property at the time of loss was useable for its original purpose and is not obsolete;
- (b) you have repaired or replaced the property promptly. Otherwise the basis of claim payment in the policy will apply as if this coverage had not been in effect.

Replacement Cost coverage will not apply to:

- (a) antiques, fine arts, paintings, statuary and similar articles which by their inherent nature, cannot be replaced with a similar article;
- (b) fur garments or garments trimmed with fur or bridal gowns that are 5 years of age from the date they were originally purchased new.

**Deductible:** We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Coverage Summary Page in any one occurrence.

**Insurance Under More Than One Policy:** If you have other insurance on specifically described property, 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. In all other cases, our policy will pay its rateable proportion of an insured loss.

#### **(D) FINE ARTS COVERAGE**

If the Coverage Summary Page shows that Fine Arts Coverage applies, we insure your fine arts described on the Coverage Summary Page against direct physical loss or damage, subject to the exclusions, limitations, terms and conditions set out below. We insure the described fine art only while it is at the location specified, unless otherwise stated on the Coverage Summary Page.

**"Fine Arts"** as described in this coverage, include paintings, etchings, picture, tapestries and other bona fide works of art (such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass and bric-a-brac) of rarity, historical value or artistic merit.

#### **Loss or Damage Not Insured**

We do not insure:

1. any property illegally acquired or kept;
2. any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. breakage of glassware, marble, statuary, bric-a-brac, porcelains and other fragile articles unless caused by fire, earthquake, explosion, falling object striking the exterior of a building, flood, impact by aircraft or land vehicle, lightning, riot, smoke, vandalism or malicious acts, windstorm or hail, or by accident to land, water or conveyances, or by theft or attempted theft;

We do not insure loss or damage caused directly or indirectly by or resulting from:

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
3. contamination or pollution or the release, discharge or dispersal of contaminants or pollutants;
4. wear, tear, gradual deterioration (including damage by marine life), mechanical defects or breakdown, scratching, denting, chipping, electrolysis, rust, corrosion, dampness or dryness of atmosphere or weathering *or by any "fungi" or "spore(s)";*
5. birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
6. any process of refinishing, renovating, repairing, servicing or maintenance;
7. electrical currents, other than lightning;
8. weathering, ice, freezing or extremes of temperature;
9. your intentional or criminal acts;
10. property away from your premises for the purpose of exhibition.

**Packing/Unpacking Warranty:** The insured property must be packed and unpacked by competent packers, otherwise we will not pay for damage which occurs during the period from commencement of the packing until the property is completely unpacked.

**Newly Acquired Articles:** If you acquire any additional articles of the type for which an amount of insurance is shown, we will automatically insure these under this coverage provided you notify us within 30 days. We will not pay more than \$5,000 under this extension.

Any loss or damage will not reduce the amount of insurance provided by this coverage. If, following payment of a claim, you acquire any articles to replace those which were lost or damaged, you must tell us within 30 days of acquisition.

#### **(E) BUILDING BY-LAWS COVERAGE**

If the Coverage Summary page indicates that Building By-Laws coverage is included, and if there is loss or damage to the dwelling building caused by an insured peril, we will pay the additional cost of demolition, construction or repair which is required to comply with any law or ordinance regulating demolition, construction or repair of buildings, but only if the building is actually repaired, rebuilt or replaced on the same site and for the same occupancy as described in this policy. We will pay only the least of the following amounts:

1. the amount of insurance applicable to this coverage as shown on the Coverage Summary page;
2. the minimum amount required to comply with any law;
3. the actual amount you spend for the additional costs to which this coverage applies.

We will not pay any additional cost caused by the enforcement of any by-law, regulation, ordinance or law which prohibits you from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy. All other terms and conditions of the policy to which this endorsement applies remain unchanged.

**(F) FIRE DEPARTMENT CHARGES**

If the Coverage Summary page indicates that Fire Department Charges is included, we will pay up to the amount specified for your liability for fire department charges incurred for attending the premises insured under this policy to save or protect or to prevent further loss or damage to the insured property or property of others adjacent to your premises. This coverage is not subject to a deductible.

**(G) REDUCED GLASS DEDUCTIBLE**

If the Coverage Summary Page shows that Glass Deductible Endorsement applies, the deductible amount, as it applies to Glass Breakage insured under Section 1 of this policy, is reduced to the amount shown on the Coverage Summary Page applicable to this endorsement.

**(H) IDENTITY THEFT COVERAGE**

If the Coverage Summary Page indicates that Identity Theft Endorsement applies, we agree that coverage is extended to include reimbursement of costs you actually incur resulting from Identity Fraud as defined and limited herein. **Identity Fraud** means the act or acts of knowingly transferring or using, without lawful consent or authority, your means of identity which constitutes a violation of any federal, provincial, territorial or municipal law.

**Identity Fraud Occurrence** means any act or series of acts of **Identity Fraud** by a person or group which results in an insured loss during the policy period.

**Coverages** - We insure, to the amount as stated on the Coverage Summary page in total during the term of this policy, the following reasonable costs and expenses incurred by an insured person, as a result of an Identity Fraud occurrence:

1. Reasonable costs associated with registered mail to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors;
2. Fees for the re-application of loans which had been declined as a result of incorrect or erroneous information;
3. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for financial institutions, credit agencies, credit grantors or similar lenders;
4. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for law enforcement agencies;
5. Long distance telephone expenses to discuss an actual **Identity Fraud Occurrence** to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors;
6. Earnings lost resulting from necessary time away from your employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants and legal counsel, up to the amount as stated on the Coverage Summary Page per day to a maximum amount at stated, for each **Identity Fraud Occurrence**;
7. Reasonable costs, fees or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an **Identity Fraud Occurrence**.
8. Reasonable legal fees incurred directly as a result of an **Identity Fraud Occurrence**, with prior notice to us for the removal of any criminal or civil judgments wrongly entered against you, or to challenge the information in your consumer credit report, or the defence of lawsuits brought against you by businesses or their collection agencies.
9. We will reimburse you for the reasonable cost of obtaining up to two credit reports after an **Identity Fraud Occurrence** has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.

**Loss or Damage Not Insured**

We do not insure:

1. your fraudulent, dishonest, or criminal acts;
2. your own use of your identity;

3. your commercial or business pursuits;
4. your intentional misuse of your identity;
5. fraudulent, dishonest, criminal or intentional misuse of your identity by any resident of your household;

Nor do we insure the following:

6. Any losses covered under the **Credit or Debit Cards, Automated Teller Cards, Library or Video Cards, Forgery and Counterfeit Money** coverage already available in the underlying policy;
7. Any losses covered by credit card insurance, bank insurance or other coverage available to you. This endorsement will be secondary with other insurance being primary. This endorsement will only apply once the other insurance available to you has been exhausted.

**Deductible** – No deductible applies to this coverage.

**Requirements after Loss** – In addition to the requirements outlined on the policy to which this endorsement attaches, you are required to contact your local law enforcement agency of the **Identity Fraud Occurrence**.

**(I) SEWER, SEPTIC TANK, DRAIN OR SUMP BACKUP COVERAGE**

If the Coverage Summary Page indicates that Sewer, Septic Tank, Drain or Sump Backup coverage applies, it is agreed that the policy is extended to cover direct loss or damage to the dwelling and personal property in the dwelling caused by: SEWER, SEPTIC TANK, DRAIN OR SUMP BACKUP, meaning sudden and accidental leakage or escape of water from a sewer, septic tank, drain or sump pit within the insured dwelling subject to the terms and conditions below.

**Loss or Damage Not Insured**

We do not insure loss or damage:

1. Resulting from escape of water from a sump pit not equipped with a sump pump; or
2. Occurring while the dwelling insured is vacant or in the course of construction, irrespective of any permission for vacancy or construction elsewhere in the policy.
3. All other terms and conditions of the policy to which this endorsement is attached apply.

## SECTION 4 Conditions

**CONDITIONS REQUIRED BY LAW**

With respect to Section 2-Liability Coverage, Statutory Conditions 1, 3, 4, 5 and 15 only apply. Otherwise, all of the Conditions set forth under the titles Statutory Conditions and Additional Conditions apply with respect to all of the perils insured by this policy except as these Conditions may be modified or supplemented by the Forms or Endorsements attached.

**STATUTORY CONDITIONS**

1. **MISREPRESENTATION** If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.
2. **PROPERTY OF OTHERS** Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.
3. **CHANGE OF INTEREST** The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act (Canada) or change of title by succession, by operation of law, or by death.
4. **MATERIAL CHANGE** Any change material to the risk and within the control and knowledge of the insured voids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an



additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

#### 5. TERMINATION

- (1) This contract may be terminated,
  - (a) by the insurer giving to the insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered;
  - (b) by the insured at any time on request.
- (2) Where this contract is terminated by the insurer,
  - (a) the insurer shall refund the excess of premium actually paid by the insured over the proportionate (*pro rata*) premium for the expired time, but, in no event, shall the proportionate (*pro rata*) premium for the expired time be deemed to be less than any minimum retained premium specified; and
  - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- (3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order or cheque payable at par.
- (5) The fifteen days mentioned in clause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

#### 6. REQUIREMENTS AFTER LOSS

- (1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
  - (a) forthwith give notice thereof in writing to the insurer;
  - (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
    - i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed;
    - ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes;
    - iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured;
    - iv) showing the amount of other insurances and the names of other insurers;
    - v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property;
    - vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
    - vii) showing the place where the property insured was at the time of loss.
  - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, and actual cash value;
  - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- (2) The evidence furnished under clauses (c) and (d) under subparagraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

7. **FRAUD** Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars vitiates the claim of the person making the declaration.

8. **WHO MAY GIVE NOTICE AND PROOF** Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily

accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

#### 9. SALVAGE

- (1) The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
- (2) The insurer shall contribute proportionately (*pro rata*) towards any reasonable and proper expenses in connection with steps taken by the insured and required under sub condition (1) of this condition according to the respective interests of the parties.

10. **ENTRY, CONTROL, ABANDONMENT** After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

11. **APPRAISAL** In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Saskatchewan Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefore is made in writing and until after proof of loss has been delivered.

12. **WHEN LOSS PAYABLE** The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

#### 13. REPLACEMENT

- (1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
- (2) In that event, the insurer shall commence to so repair, rebuild, or replace the property within forty five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

#### 14. ACTION

##### Repealed\*\*

\*\*The Limitations Act S.S. 2004,c.L-16.1 May 1, 2005

##### Basic Limitation Period

Unless otherwise provided in this Act, no proceedings shall be commenced with respect to a claim after two years from the day on which the claim is discovered.

15. **NOTICE** Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

#### GENERAL CONDITIONS

1. Subject to General Conditions(2) below, the company is not liable:

- (1) for more than the portion of any loss, destruction or damage covered by this policy which the applicable limit under this policy bears to the total amount of insurance coverage against the peril of fire, irrespective of whether or not such other insurance provides insurance in respect to the perils covered by this policy, whether by endorsement thereto or otherwise;
- (2) where such other insurance does not insure against loss, destruction or damage by fire, for more than the excess (if any) of any loss or damage over the applicable limit of any other insurance which would attach if the insurance under this policy had not been effected.

2. If the Insured has at the inception date of this policy any other insurance on the property covered by this policy which is not disclosed to the Company, or effects any other insurance thereon after the inception date of this policy without the written consent of the Company this policy shall be void.
3. **REINSTATEMENT** Unless notice is given to the insurer to the contrary, any reduction in the amount insured under any item of this policy due to the payment of any loss or losses shall upon such payment automatically be reinstated for the balance of the term of the said policy, and additional premium on a pro rata basis, shall on demand become payable therefore.
4. **DEDUCTIBLE CLAUSE** The Company is liable only for the amount by which the loss or damage caused by any of the perils insured against under this policy exceeds the amount of deductible in any one occurrence.
5. **NOTICE TO AUTHORITIES** Where the loss is due to a malicious act, burglary, robbery, theft or attempt thereof, or is suspected to be so due, you must notify the police or other authority immediately.
6. **NO BENEFIT TO BAILEE** This insurance does not apply directly or indirectly to the benefit of any carrier or other bailee.
7. **PAIR AND SET** In the case of loss or damage to any article or articles, whether scheduled or unscheduled, which is or are a part of a set, we will pay only a reasonable and fair proportion of the total value of the set, and such loss or damage will not be understood to mean total loss of the set.
8. **PARTS** In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, we will not pay for more than the insured value of the part lost or damaged, including the cost of installation.
9. **YOUR DUTY AFTER LOSS** It is your duty in the event that any property insured by this policy is lost to take all reasonable steps to recover such property. We will contribute pro rata towards any reasonable and proper expenses in connection with such efforts according to the respective interests of the parties.
10. **VALUATION AND REPLACEMENT** Unless otherwise provided, the Company is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused and shall in no event exceed what it would then cost the repair or replace the same with material of like kind and quality.
11. **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Your rights to recover any part of your loss, for which we have made or agreed to make payment under this policy, are transferred to us. You must not impair those rights and must help us enforce them. When the net amount recovered after deducting the costs of recovery is not enough to provide a complete indemnity for the loss or damage suffered, that amount will be divided between you and us in the proportion in which the loss or damage has been borne by you and us.
12. **CANADIAN CURRENCY** All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian Currency.
13. **REBUILDING CLAUSE** If the Coverage Summary Page shows that the Rebuilding Clause applies, to the building(s) specified on the Coverage Summary Page, this clause applies to those specified buildings.  
In the event an insured peril damages or destroys any of the buildings to which this rebuilding clause applies, you must complete and submit a 'Proof of Loss' form to us. Upon receipt of the Proof of Loss form, we will make a first payment of only fifty percent of the amount of loss payable on the damaged or destroyed building(s). The amount of loss payable will be the lesser of (a) the actual amount of the damage; or (b) the limit of insurance applicable to the damaged or destroyed buildings. The balance of the amount of loss payable is subject to the following:
  - (1) If you notify us of your intention to repair, rebuild or replace the damaged building(s) within three hundred feet (90 metres) of its original site on lands you own at the time of the loss with a building(s) of like use and you provide us with satisfactory proof within twelve months of the date of loss, that you spent or contracted to spend an amount not less than the total amount of all insurance payable in doing so, we will pay the balance of the amount of loss payable under this policy within thirty days.
  - (2) If you notify us of your intention to rebuild or replace any building(s) which have been damaged or destroyed with a building(s) of like use on lands you own at the time of the loss within the Province of Saskatchewan but at a distance of more than three hundred feet from the site of the damaged or destroyed building(s) sought to be replaced, and provide us with satisfactory proof within twelve months of the date of loss that you spent or contracted to spend an amount not less than the total amount of all insurance payable, in doing so, we will pay you the balance of funds within thirty days up to seventy five percent of the amount of loss payable under this policy.
  - (3) If due to any regulation or law applying to construction or repair you are prohibited from repairing or rebuilding the damaged building(s) on the same site, and notify us of your intention to rebuild or replace the destroyed building(s) with a building(s) of like use on land you own on other than the same site within the Province of Saskatchewan and you provide us with satisfactory proof within twelve months of the date of loss, that you spent or contracted to spend an amount not less than the total amount of all insurance payable in doing so, we will pay you the balance of the amount of loss payable under this policy, within thirty days.
  - (4) If you do not comply with the conditions of Clauses (1) or (2) or (3), the first payment will be the only payment for the loss.
 If two or more items are subject to this clause, it will apply separately to each item.
14. **AUTOMOTIVE FUELS** Any fuels used for automotive purposes must be stored in accordance with government regulations.
15. **LIBERALIZATION CLAUSE** During the term of this policy, if we adopt and publish for use any forms, endorsements or rules which would extend or broaden the insurance provided by this policy, without additional premium charge, either by endorsement or substitution, then such extended or broadened insurance will apply to loss occurring after the effective date of such adoption and publication as though such endorsement or substitution had been made.
16. **NON-WAIVER** This policy is subject to the terms and conditions set forth in it together with such other terms and conditions as may be endorsed or added to it. No terms or condition of this policy will be deemed to be waived in whole or in part by us unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by us.
17. **EXAMINATION OF INSURED** In the event of a claim under this policy, you must submit to examination under oath, at our request, and produce for examination at such reasonable place and time as designated by us or our representative, all documents in your possession or control that relate to the matters in question, and you must permit extracts and copies of such documents to be made.

## STANDARD MORTGAGE CLAUSE

(Approved by The Insurance Bureau of Canada)

Mortgage Conditions: It is hereby provided and agreed that subject to the terms of this mortgage condition (and these shall supersede any policy conditions in conflict therewith but only as to the interest of the mortgagee), loss under this policy is made payable to the Mortgagee specified on the Coverage Summary Page.

- 1. Breach of Conditions by Mortgagor Owner or Occupant** This insurance and every documented renewal thereof as to the interest of the Mortgagee only therein is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non occupancy or the occupation of the property for purposes more hazardous than specified in the description of the risk.

Provided always that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard that shall come to his knowledge; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee on reasonable demand from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.
- 2. Right of Subrogation** Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that as the Mortgagor or Owner no liability therefore existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may as its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.
- 3. Other Insurance** If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee at law or in equity then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.
- 4. Who May Give Proof Of Loss** In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.
- 5. Termination** The term of this mortgage condition coincides with the term of the policy; provided always that the Insurer reserves the right to cancel the policy as provided by Statutory Condition but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory condition.
- 6. Foreclosure** Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

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