



# MISCELLANEOUS DWELLINGS AND CONTENTS

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## SECONDARY, SEASONAL AND RENTED DWELLINGS AND MISCELLANEOUS COVERAGES

The insurance provided in this section of the policy applies only to those riders and/or forms for which an amount of insurance and premium are shown on the "Coverage Summary Page".

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

Words and phrases shown in "quotations" have special meaning, either as defined in this booklet under Definitions, or as otherwise specifically defined within the applicable section.

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.

This policy is a legal contract which 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 or agent at the time "you" completed "your" application. When there is a change to any of these circumstances, be sure to notify "your" broker or agent accordingly.

"Your" policy ends at one minute after midnight on the last day of each period of insurance. The period of insurance is shown on "your" "Coverage Summary Page".

### DEFINITIONS

**"You", "your" or "the insured"** means the person(s) named as insured on the "Coverage Summary Page" and, while living in the same household, his or her spouse, the relatives of either or any person under the age of 21 in their care. This also includes any "student" insured by this policy, who is temporarily living away from home for the purpose of attending a school, college or university. Spouse is as defined in the *Miscellaneous Statutes (Domestic Relations) Amendment Act, 2001*. Only the person named on the "Coverage Summary Page" may take legal action against us.

**"We", "us" or "the insurer"** means the *My Mutual Insurance Ltd.*

**"Coverage Summary Page"** means the Section of "your" Insurance Policy containing basic information such as "your" name and address, the description and location of the insured property, the policy term, the amount of coverage, and premium amounts and includes any schedule of insured property which may form part of this policy.

**"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.

**"Digital Assets"** means electronic files for which a fee has been paid that are downloaded and stored on home electronic equipment, computers or mobile phones. "Digital assets" does not include downloaded files pertaining to "your" "business".

**"Domestic Appliance"** means an appliance or a device or apparatus for personal use on the "premises" for the purpose of containing, heating, chilling or dispensing water and including an aquarium.

**"Dwelling"** means the building or mobile home at the location described on the "Coverage Summary Page", occupied as a private residence.

**"Farm"** means an area of land and buildings for the growing of crops and/or raising of animals.

**"Flood"** includes, but is not limited to waves, tides, tidal waves, the overflow of any body of "water", whether natural or manmade, and breakage or overflow of man-made dikes, flood walls, levees or similar "water" control measures.

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

“**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” does not include the fraudulent alteration of account profile information, such as the address to which statements are sent. “Identity Fraud” does not include the unauthorized use of valid credit cards, credit accounts or bank accounts. “Identity Fraud” does not include the fraudulent use of a “business” name, trade name or brand identity or other method of identifying a “business” activity.

“**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.

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

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

“**Legal liability**” means responsibility which courts recognize and enforce between persons who sue one another.

“**Personal Transporter**” means a self-balancing, electric-powered transportation device able to turn in place and designed for one person, with a top speed of 20km/h.

“**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.

“**Premises**” means the dwelling and the land contained within the lot lines on which the dwelling is located.

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

“**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 in order for coverage on this policy to extend to him/her.

“**Surface waters**” 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.

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

“**Under construction**” means construction from the foundation, or any alterations or repairs to the “dwelling” which result in the piercing of an exterior wall or the roof for more than twenty-four (24) hours, or which necessitates “your” temporary relocation.

“**Vacant**” or “**Vacancy**”: means the occupant(s) has/have moved out with no intent to return. A “dwelling” or unit is considered “vacant” when it is not being used by anyone as their usual place of residence regardless of the presence of furnishings. This does not apply in the case of a seasonal dwelling. A seasonal dwelling is “vacant” if most of the furnishings have been removed. A newly constructed dwelling is “vacant” after its construction and before the occupants move in.

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

## **BASIS OF CLAIM PAYMENT**

This part sets out certain rules, which apply in settling a claim for loss or damage to property insured under section I and II of “your” policy. Unless otherwise stated, “we” will pay the Actual Cash Value of insured loss or damage arising out of any one occurrence, up to “your” financial interest in the

property, but not exceeding the applicable amount(s) of insurance or the amount it would cost to repair or replace the property with materials of similar quality, whichever is less. If “you” qualify for a tax credit, the loss payment will be reduced by that amount. Any loss or damage shall not reduce the amount 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 reconstruction of buildings and their related services.

“**Actual Cash Value**” will take into account such things as the cost of replacement less any depreciation, and in determining depreciation “we” will consider the condition and resale value immediately before the loss or damage 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.** If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply.

**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 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. In the event that new property of like kind and quality is not obtainable because material or parts are unavailable or obsolete, new property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function shall be deemed to be new property of like kind and quality.

## COVERAGES

The amounts of insurance are shown on the “Coverage Summary Page”. These amounts include:

1. **Debris Removal:** the cost of cleaning and removal of debris of the property insured by this section of the policy as a result of an “insured peril”.

### Fire Department Charges:

“We” will pay up to \$2,000 or such other amount as may be specified on the “Coverage Summary Page”, for “your” liability for fire department charges incurred when a municipal Fire Department is called to save or protect property insured under this section of “your” policy or to protect “your” property or property of others adjacent to “your” “premises”. No deductible applies to this cover. “You” may not claim under this extension if the Fire Fighting Expenses are insured elsewhere in this policy.

## SECTION I - SECONDARY, SEASONAL AND RENTED DWELLINGS FIRE AND EXTENDED COVERAGE - Riders X500, T301 and X523 INSURANCE ON BUILDINGS:

### Rider X500:

If the “Coverage Summary Page” specifies Rider X500, “we” insure the building described on the “Coverage Summary Page” for which an amount of insurance is shown and to which Rider X500 applies. “We” will not pay a greater proportion of any loss than the applicable amount of insurance bears to 80% of the Actual Cash Value of the insured property at the time of the loss.

### Rider T301:

If the “Coverage Summary Page” specifies Rider T301, “we” insure the building described on the “Coverage Summary Page” for which an amount of insurance is shown and to which Rider T301 applies. If the building is a “dwelling” “we” also insure:

1. its attached structures;
2. permanently installed outdoor equipment on the “premises”, except transformers, provided the equipment pertains solely to the services of the “dwelling”. This includes fences, but not fences used in connection with “business” or farming activities;
3. materials and supplies located on or adjacent to the “premises” intended for use in construction, alteration or repair of the “dwelling” or of private structures on the “premises”, other than private structures to be used in whole or in part for “business” or farming purposes.

“We” will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 80% of the Actual Cash Value of the insured property at the time of the loss.

**Rider X523:**

If the "Coverage Summary Page" specifies Rider X523, "we" insure the dwelling, including its attached structures, for which an amount of insurance is shown and to which Rider X523 applies. "We" also insure:

1. permanently installed outdoor equipment on the "premises", except transformers, provided the equipment pertains solely to the services of the "dwelling". This includes fences, but not fences used in connection with "business" or farming activities
2. materials and supplies located on or adjacent to the "premises" intended for use in construction, alteration or repair of the "dwelling" or of private structures on the "premises", other than private structures to be used in whole or in part for "business" or farming purposes.

**Optional Extensions (Applicable only to Rider X523):**

Without increasing the amount of insurance shown on the "Coverage Summary Page", "you" may apply up to 10% of the amount of insurance on the "dwelling" to insure each of the following:

1. Building fixtures and fittings temporarily removed from the "premises" for repair or seasonal storage.
2. Detached private structures or outbuildings on "your" "premises", separated from the "dwelling" by a clear space but not insured as part of the "dwelling". If they are connected to the "dwelling" by a fence, utility line or similar connection only, they are considered to be detached structures. We do not insure private structures or outbuildings used in whole or in part or designed for "business" or farming purposes or used or designed for use mainly as a place of residence. "We" do not insure hydronic yard furnaces, the building they are housed in, nor any contents located in the building. This includes but is not limited to wood and or coal fired water boilers. "We" do not insure tarp or fabric type shelters.
3. **Fair Rental Value:** If an "insured peril" makes that part of the "dwelling" or outbuildings rented to others or held for rental by "you" unfit for occupancy, "We" insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the "dwelling" or outbuilding rented or held for rental. "Fair Rental Value" shall not include any expense that does not continue while that part of the "dwelling" or outbuilding rented or held for rental is unfit for occupancy.
4. **Civil Authority:** If a civil authority prohibits access to "your" "dwelling" as a direct result of damage to neighbouring premises by an "insured peril", "we" insure any resulting loss of Fair Rental Value for a period not exceeding two weeks. "We" do not insure loss, damage or expense caused by the cancellation of a lease or agreement.

**Optional Loss Settlement (Applicable only to Rider X523)** This option does not apply to Mobile Homes or for any roof damaged by the peril of windstorm or hail. If there is loss or damage to the dwelling building, "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 of 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 \$1,000, "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 the damage, but not exceeding the actual cost incurred. "Replacement Cost" means the cost, at the time of the loss, of repairs or replacement (whichever is less) with new property of similar kind and quality, without deduction for depreciation.
  - (B.) The Actual Cash Value of the loss or damage at the date of the occurrence. "We" will not pay a greater proportion of any loss than the applicable amount of insurance bears to 80% of the Actual Cash Value of the insured property at the time of the loss.

**Inflation Protection: (Applicable only to Rider X523)** During the term of this policy, “We” will automatically change the limits of insurance on Dwelling Building and Detached Private Structures by the percentage shown on the “Coverage Summary Page”. The limits will be adjusted by a portion of the Inflation Protection Percentage up to but not exceeding:

- 25% - 3 months after the current effective date
- 50% - 5 months after the current effective date
- 75% - 7 months after the current effective date
- 100% - 9 months after the current effective date

Effective on renewal date, “we” will automatically change the limits of insurance shown on the “Coverage Summary Page” in the same way.

If, at “your” request, “we” change the limit of insurance on any coverage shown on the “Coverage Summary Page”, “we” will apply this Inflation Protection on the changed limits of insurance from the date the change is made. This clause does not apply to dwellings insured under Rider T301 or to mobile homes or to dwellings if the Optional Loss Settlement Clause has been deleted.

**Mobile Homes:** Loss or damage to Mobile Homes will be settled on the basis of Actual Cash Value in all cases.

**INSURANCE ON CONTENTS:**

If the “Coverage Summary Page” specifies Rider X500, T301 or X523 and an amount of insurance is shown for Contents, “we” insure the contents of “your” dwelling and other personal property “you” own, wear or use while on “your” “premises” at the location to which the rider applies. “We” insure this property only if it is usual to the ownership or maintenance of a “dwelling” and not otherwise insured under any section of this policy. If “you” must remove insured property from the “premises” to protect it from loss or damage, it is insured by this policy for 7 days or until “your” policy term ends, whichever occurs first. The amount of insurance will be divided in the proportion that the value of the property removed bears to the value of all property at the time of the loss.

**Insurance on certain types of property may be limited or not covered.** Please refer to the sections headed “Special Limits of Insurance” and “Property Not Insured”.

**Optional Extensions:** These extensions apply to Rider X523 only. Without increasing the amount of insurance shown on the “Coverage Summary Page”, “you” may apply up to 10% of the amount of insurance on “contents” to insure each of the following:

1. **Uninsured Personal Property** of others while it is on that portion of the “premises”, which “you” occupy, but “we” do not insure property of tenants, roomers or boarders who are not related to you.
2. **“Your” Personal Property**, excluding watercraft, their equipment, accessories and motors, while temporarily removed from the “premises” anywhere in Canada or the continental United States of America. Personal Property normally kept throughout the year at any other location “you” own, rent or occupy is not insured. Personal Property in storage is covered for a period of 30 consecutive days only, from the date the property is placed in storage, unless stored in an occupied residence or unless otherwise shown on the “Coverage Summary Page”.
3. **Additional Living Expense:** (This coverage does not apply to a Seasonal Residence) If an “insured peril” makes “your” dwelling unfit for occupancy, or “you” have to move out while repairs are being made, “we” insure any necessary increase in living expenses incurred by “you” so that “your” household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild “your” dwelling or, if “you” permanently relocate, the required time for “your” household to settle elsewhere. If a civil authority prohibits access to “your” dwelling as a direct result of damage to neighbouring premises by an “insured peril”, “we” insure any resulting loss of Additional Living Expense for a period not exceeding two weeks.

**SPECIAL LIMITS OF INSURANCE**

**Applicable to Rider X500, T301 and X523**

For the following types of property, “We” will not pay more than the amounts stated. “We” insure:

Personal Property Type	Total Coverage Limits Up To
watercraft, their equipment, furnishings, accessories and motors;	\$2,500

books, tools and instruments pertaining to a "business", profession or occupation only while on "your" "premises". Other "business" property including samples and goods held for sale is not insured;	\$2,500
numismatic property (such as coin collections and bank note collections);	\$300
manuscripts, stamps and philatelic property (such as stamp collections);	\$1,000
Securities, books of account, deeds, evidences of debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit	\$2,500
Money, bullion, or cash cards;*	\$300
tapes, discs, records or other media, while in or on motor vehicles, watercraft or aircraft;	\$200
trading and collectible cards (including, but not limited to, sports cards), comic books and sports memorabilia;	\$2,500/\$200 any one item
Medi chairs, golf carts, "personal transporters", motorized lawn mowers, other motorized gardening equipment and snow blowers, including attachments and accessories;	\$5,000
computer software including digital assets. "We" do not insure the cost of gathering information or data;	\$1,500
Audio and stereo components and equipment including receivers, tuners, amplifiers, turntables, tape decks, speakers, equalizers, compact disc players and similar components and equipment;	\$1,000
Spare automobile parts and accessories.	\$1,000

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

## INSURED PERILS

### Rider X500:

If Rider X500 applies, "you" are insured against direct physical loss or damage caused by fire, lightning or explosion.

### Riders T301 and X523:

If Rider T-301 or Rider X-523 applies, "you" are insured against direct physical loss or damage caused by the following perils as described and limited:

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 a building but not objects which strike the building because of a snowslide, iceslide, landslide or any other earth movement;
5. Impact by Aircraft or Land Vehicle;
6. Vandalism or Malicious Acts: This peril does not include loss or damage:
  - a. occurring while the "dwelling" is "under construction" or "vacant" even if permission for construction or "vacancy" has been given by "us";
  - b. caused by you, members of "your" household or "your" employees;
  - c. caused by any "tenant", tenant's guest, tenant's employee or member of the tenant's household. "Tenant" includes any person who has "your" permission to occupy "your" "dwelling" or unit or any part of it;
  - d. caused by theft or attempted theft;
  - e. to glass forming part of a building;
  - f. to garden furniture, fences, driveways, walks, retaining walls or bulkheads.



7. Riot;
8. Water Escape, Rupture, Freezing: This peril means:
  - a. accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, waterbed, and public "water mains";
  - b. sudden and accidental bursting, tearing apart, cracking, burning or bulging due to the pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or an appliance for heating water;
  - c. freezing of any part of a plumbing, heating, sprinkler or air conditioning system or domestic appliance within a building or unit heated during the usual heating season.

**Only if Rider X523 applies, this peril also means:**

- d. accidental discharge or overflow of water from within a swimming pool or attached equipment.

This peril does not include loss or damage:

- a. caused directly or indirectly by continuous or repeated "seepage" or "leakage";
- b. to the system or appliance caused by rust, corrosion or deterioration;
- c. to public "water mains" or outdoor plumbing systems and equipment attached, including but not limited to swimming pools, hot tubs, spas and similar installations;
- d. caused directly or indirectly by backing up or escape of water from a sewer or drain, sump or septic tank, eavestrough or downspout connected to "your" sewer or from drains or public sewers outside "your" "dwelling";
- e. occurring while the building is "under construction" or "vacant" even if "we" have given permission for construction or vacancy;
- f. caused directly or indirectly by freezing which occurs during the usual heating season if "you" have been away from "your" "premises" more than **ten** 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, or "you" have "your" "dwelling" electronically monitored 24 hours a day by a company that monitors and responds to a low temperature signal, "you" would still be insured.

Under this peril, a plumbing system does not include sewers, sumps, septic tanks, weeping tile, eaves troughs or downspouts.

9. Windstorm or Hail: This peril does not include loss or damage to "your" personal property within a building or to the interior of a building caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building. "We" insure damage to watercraft and their equipment caused by windstorm or hail only while they are inside a fully enclosed building. Rowboats and canoes on the "premises" are also insured while in the open. This peril does not include loss or damage:
  - a. to fences or outdoor garden furniture;
  - b. to outdoor radio or T.V. antennae, towers, satellite receivers or the attachments of any of these;
  - c. due to waves, "flood", waterborne objects or the weight or pressure or melting of ice or snow, whether driven by wind or not;
  - d. to a building, except a mobile home, while raised off its foundation;
  - e. to a building, including a mobile home, while being moved or otherwise in course of transit.

Also, this peril does not include:

- f. 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).
10. Earthquake, including snowslide, iceslide, landslide or other earth movements occurring concurrently with and directly resulting from an earthquake shock.
11. Power Fluctuation Coverage: "We" insure against the sudden and accidental loss or damage caused by artificially generated electrical current.

## **EXCLUSIONS - LOSS OR DAMAGE "WE" DO NOT INSURE**

**Applicable to Riders X500, T301 and X523.**

### **PROPERTY NOT INSURED**

**"We" do not insure:**

1. outdoor trees, shrubs, plants or lawns;
2. buildings or structures used in whole or in part or designed for "business" or farming purposes unless such use is declared on the "Coverage Summary Page";
3. hydronic yard furnaces, the building they are housed in, nor any contents located in the building (this includes but is not limited to wood and or coal fired water boilers) unless such units and buildings are declared on the "Coverage Summary Page".
4. books of account and evidences of debt or title;
5. motorized vehicles, camper units, truck caps, trailers and aircraft or their equipment, but motorized wheelchairs, scooters having more than 2 wheels and specifically designed for the carriage of a person with a physical disability, "personal transporters", watercraft, motorized lawnmowers, other motorized gardening equipment, golf carts and snow blowers are insured. "Equipment" includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft;
6. "business" property, including samples and goods held for sale, except as provided under "Special Limits of Insurance";
7. property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
8. property illegally imported, acquired, kept, stored or transported;
9. property away from "your" "premises" for the purpose of exhibition;
10. 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.
11. wind turbine systems including all related equipment and structures manufactured for a rated power unless declared on the "Coverage Summary Page".

**LOSSES NOT INSURED: "We" do not insure:**

1. losses, expenses or increased costs of repair or replacement directly or indirectly resulting from or contributed to by the operation of any law or ordinance regulating the zoning, demolition, repair, construction or reconstruction of buildings and their related services;
2. loss or damage to personal property while undergoing a process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
3. loss or damage occurring after the building insured has, to "your" knowledge, been "vacant" for more than 30 consecutive days;
4. loss or damage resulting from any intentional or criminal act or failure to act by:
  - a. "your" employees or anyone to whom the damaged or lost property is entrusted
  - b. any person insured by this policy; or
  - c. any other person at the direction of any person insured by this policy;
5. loss or damage caused directly or indirectly by war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
6. loss or damage caused directly or indirectly by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
7. the cost of gathering or assembling information or data for a computer software system;
8. the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense;
9. by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or "pollutants";
10. 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 of

or damage to insured property that is directly caused by "Specified Perils", this exclusion shall not apply to such resulting loss or damage;

11. loss or 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;
12. loss or damage to or caused directly or indirectly by a domesticated animal, bird or fish "you" own or which is in "your" care;
13. loss or damage caused directly or indirectly by birds, vermin, skunks, rodents, raccoons, moles, mice, moths and insects, except damage to building glass;
14. accumulative damage, however caused.
15. any loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;

## **SECTION II - MISCELLANEOUS COVERAGES**

### *PERSONAL PROPERTY BROAD FORM COVERAGE – X522*

#### **A. PROPERTY INSURED:**

If the "Coverage Summary Page" specifies Rider X522 and an amount of insurance is shown for "contents", "we" insure the contents of "your" "dwelling" and other personal property "you" own, wear or use while on "your" "premises" at the location to which the rider applies. "We" insure this property only if it is usual to the ownership or maintenance of a "dwelling" and not otherwise insured under any section of this policy. If "you" must remove insured property from the "premises" to protect it from loss or damage, it is insured by this policy for 7 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 the loss.

**Insurance on certain types of property may be limited or not covered.** Please refer to the sections headed "Special Limits of Insurance" and "Property Not Insured". If "you" wish, "you" may apply up to 10% of the amount of insurance on "your" contents to cover uninsured personal property of others while it is on that portion of the "premises" "you" occupy. "We" do not insure property of roomers or boarders who are not related to you.

#### **Personal Property away from "your" "premises":**

1. "We" insure the personal property of any unmarried person financially dependent on "you" who is a "student" attending an educational institution away from "your" home. The amount of insurance available is 10% of the limit shown under Personal Property but not more than \$7,500, unless otherwise stated on the "Coverage Summary Page".
2. "We" insure "your" personal property while "you" are moving from "your" principal residence "premises" shown on the "Coverage Summary Page" to a new "dwelling" anywhere in Canada. If "you" have personal property in more than one location, the amount of insurance will be divided in the proportions that the value of property in each location has to the value of all "your" personal property at the time of the loss. "Your" personal property, while "you" are moving, will be covered only for a period of 14 days commencing on the date "you" first started moving or until the term of this policy ends, whichever occurs first.
3. "We" insure "your" personal property normally kept throughout the year at the location to which rider X522 applies while it is temporarily away from the "premises" anywhere in the world. Property normally kept throughout the year at any location "you" own, rent or occupy is not insured. Personal Property in storage is covered for a period of 30 consecutive days only, from the date the property is placed in storage, or unless otherwise shown on the "Coverage Summary Page".

#### **B. REPLACEMENT COST COVERAGE:**

"We" agree to pay any insured loss or damage to personal property on the basis of "Replacement Cost", provided that:

1. the property at the time of loss was useable for its original purpose;
2. "you" have repaired or replaced the property promptly and the "Coverage Summary Page" does not show replacement cost deleted, otherwise the basis of loss settlement 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.

Replacement cost coverage does not apply to:

1. property no longer in use for its intended purpose;
2. antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced with a similar article;
3. fur garments or garments trimmed with fur, or bridal gowns that are 5 years of age from the date they were originally purchased new.

“You” may elect not to replace some of the destroyed or stolen property. Settlement for the property not replaced will be on an Actual Cash Value basis. If, at a later date, “you” decide to replace any destroyed or stolen property, “you” are permitted to make an additional claim under this insurance but only if “you” present the claim within 180 days after the date of loss.

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

### C. INSURED PERILS

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

**D. OPTIONAL EXTENSIONS:** Additional Living Expenses and Fair Rental Value. Without increasing the amount of insurance shown for rider X522, “you” may apply up to 20% of this amount to insure any one or a combination of the following:

1. **Additional Living Expenses:** If an “insured peril” makes “your” “dwelling” unfit for occupancy, or “you” have to move out while repairs are being made, “we” insure any necessary increase in living expenses incurred by “you” so that “your” household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild “your” “dwelling” or, if “you” permanently relocate, the reasonable time required for “your” household to settle elsewhere.
2. **Fair Rental Value:** If an “insured peril” makes that part of the dwelling or outbuildings rented to others or held for rental by “you” unfit for occupancy, “we” insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or outbuilding rented or held for rental. “Fair Rental Value” shall not include any expense that does not continue while that part of the dwelling or outbuilding rented or held for rental is unfit for occupancy.
3. **Civil Authority:** if a civil authority prohibits access to “your” dwelling, “we” insure any resulting Additional Living Expense and Fair Rental Value for a period not exceeding two weeks, if such prohibited access is a result of an “insured peril” causing damage to “your” or neighbouring premises. “We” do not insure loss, damage or expense caused by the cancellation of a lease or agreement.

### E. ADDITIONAL COVERAGES:

1. **Temperature Change:** “We” insure “your” personal property when damage is caused by a change of temperature resulting from physical damage to “your” dwelling or equipment by an “insured peril”. This only applies to personal property in the dwelling or in outbuildings on the “premises”.
2. **Residence Premises Damage:** “you” may apply up to \$500 of the amount of insurance applicable to rider X522 to pay for damage, 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.

For the purposes of this coverage, “dwelling” means the building, or portion of the building, occupied by “you” as a private residence.

3. **Food Spoilage:** “We” will pay for loss or damage to food contained in a home freezer at “your” dwelling, resulting from a power failure, other interruption of electrical power or mechanical breakdown of the home freezer. “We” do not insure loss or damage:

- a. due to the deliberate manual disconnection of the electrical power supply to the freezer in which the food is kept; or
- b. due to “your” failure to take all reasonable steps to prevent further loss or damage to the insured property;

Settlement of loss will not include any expenses incurred in the acquisition of the food.

- 4. **Inflation Protection:** (During the term of this policy, “we” will automatically change the limits of insurance on Personal Property insured under rider X522 by the percentage shown on the “Coverage Summary Page”. The limits will be adjusted by a portion of the Inflation Protection Percentage up to but not exceeding:
  - a. 25% - 3 months after the current effective date
  - b. 50% - 5 months after the current effective date
  - c. 75% - 7 months after the current effective date
  - d. 100% - 9 months after the current effective date

Effective on renewal date, “we” will automatically change the limits of insurance shown on the “Coverage Summary Page” in the same way. If, at “your” request, “we” change the limit of insurance on any coverage shown on the “Coverage Summary Page”, “we” will apply this Inflation Protection on the changed limits of insurance from the date the change is made. This clause does not apply to dwellings insured under Rider T301 or to mobile homes or to dwellings if the Optional Loss Settlement Clause has been deleted.

**F. SPECIAL LIMITS OF INSURANCE**

For the following kinds of property, “we” will not pay more than the amounts stated. “We” insure:

<b>Personal Property Type</b>	<b>Total Coverage Limits Up To</b>
jewelry, watches, gems, fur garments and garments trimmed with fur;	\$3,000
numismatic property (such as coin collections and bank note collections);	\$300
Manuscripts, stamps and philatelic property (such as stamp collections);	\$1,500
tapes, discs, records or other media, while in or on motor vehicles, watercraft or aircraft;	\$500
silverware, meaning silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware;	\$5,000
any one bicycle, including its equipment and accessories.	\$1,000

**The above mentioned limits do not apply to loss or damage caused by any of the ‘specified perils’ listed in this part.**

“We” also insure:

<b>Personal Property Type</b>	<b>Total Coverage Limits Up To</b>
watercraft, their equipment, furnishings, accessories and motors;	\$2,500
books, tools and instruments pertaining to a “business”, profession or occupation only while on “your” premises”. Other “business” property including samples and goods held for sale is not insured;	\$2,500
Securities, books of account, deeds, evidences of debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit	\$5000
Money, bullion, or cash cards*;	\$300
trading and collectible cards (including, but not limited to, sports cards), comic books and sports memorabilia;	\$2,500/\$200 any one item
motorized lawn mowers, other motorized gardening equipment and snow blowers, including attachments and accessories;	\$5,000
Computer software including digital assets. “We” will not pay the cost of gathering or assembling information or “data”;	\$1,500
Audio and stereo components and equipment including receivers, tuners, amplifiers, turntables, tape decks, speakers, equalizers, compact disc players and similar components and equipment;	\$1,000
Spare automobile parts and accessories.	\$1,000

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

**SPECIFIED PERILS**

‘Specified Perils’ means the following, all as defined and limited under the “insured perils” of rider X523:

1. Fire or Lightning;
2. Explosion or Implosion;
3. Smoke;
4. Falling Object;
5. Impact by Aircraft or Land Vehicle;
6. Vandalism or Malicious Acts, excluding theft or attempted theft;
7. Riot;
8. Water Escape, Rupture, Freezing;
9. Windstorm or Hail;

**G. EXCLUSIONS - LOSS OR DAMAGE “WE” DO NOT INSURE:** Listed below are certain kinds of property and losses “we” do not insure:

**PROPERTY NOT INSURED - “We” do not insure:**

1. outdoor trees, shrubs, plants and lawns;
2. books of account and evidences of debt or title;
3. motorized vehicles, camper units, truck caps, trailers and aircraft or their equipment, but motorized wheelchairs, scooters having more than 2 wheels and specifically designed for the carriage of a person with a physical disability, “personal transporters” watercraft, motorized lawnmowers, other motorized gardening equipment, golf carts and snow blowers are insured. “Equipment” includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft;
4. “business” property, including samples and goods held for sale, except as provided under “Special Limits of Insurance”;
5. property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
6. property illegally imported, acquired, kept, stored or transported;
7. property away from “your” “premises” for the purpose of exhibition;
8. any contents or property, 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;
9. wind turbine systems including all related equipment and structures manufactured for a rated power unless declared on the “Coverage Summary Page”.

**LOSSES NOT INSURED - “We” do not insure:**

1. marring or scratching of any property or breakage of eye glasses, glassware or any fragile or brittle articles, unless caused by a “Specified Peril”, impact by watercraft or aircraft, or theft or attempted theft;
2. loss or damage caused directly or indirectly by wear and tear, deterioration, latent defect or mechanical breakdown, inherent vice, rust or corrosion, extremes of temperature, dampness of atmosphere, condensation, wet or dry rot, mold, or contamination.
3. the cost of making good faulty design, material or workmanship;
4. accumulative damage however caused;
5. the cost of gathering or assembling information or “data” for a computer software system;
6. the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense;
7. loss or damage caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or “pollutants”;
8. loss or damage occurring after “your” “dwelling” has, to “your” knowledge, been “vacant” for more than 30 consecutive days;
9. loss or damage caused directly or indirectly by birds, vermin, skunks, rodents, raccoons, moles, mice, moths and insects, except damage to building glass;
10. loss or damage to or caused directly or indirectly by a domesticated animal, bird or fish “you” own or which is in “your” care;
11. loss or damage resulting from 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;
12. loss or damage caused directly or indirectly by smoke from agricultural smudging or industrial operations;
13. loss or damage caused directly or indirectly by continuous or repeated “seepage” or “leakage” of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, swimming pool, hot tub or its attached equipment or “water main”;
14. loss or damage caused directly or indirectly by “flood”, surface water, spray, waves, tides, tidal waves, ice or waterborne objects, all whether driven by wind or not, unless the loss or damage

- resulted from the escape of water from a public “water main”, swimming pool or equipment attached;
15. loss or damage caused directly or indirectly by water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through any sidewalk(s), driveway(s), foundation(s), wall(s), basement or other floor(s) or through any door(s), window(s) or any other opening(s), unless the loss or damage resulted from the escape of water from a public “water main”, swimming pool or equipment attached;
  16. loss or damage to improvements or betterments or to the interior of a building or its contents caused by water from rain, hail, sleet, snow, sand or dust, all whether driven by wind or not, unless the loss or damage is co-incidental with a windstorm which first creates an opening in the building;
  17. loss or damage caused directly or indirectly by freezing of a plumbing, heating, sprinkler or air conditioning system or domestic appliance unless it happens within a building heated during the usual heating season and “you” have not been away from “your” “premises” for more than **ten** 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, or “you” have “your” “dwelling” electronically monitored 24 hours a day by a company that monitors and responds to a low temperature signal, “you” would still be insured. If the loss or damage occurs while the building is “under construction” or “vacant”, “you” would not be insured, even if permission for construction or “vacancy” has been given by us;
  18. loss or damage caused directly or indirectly by accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, swimming pools, including hot tub, spas and similar installations or equipment attached and public “water mains”, occurring while “your” “dwelling” is “under construction” or “vacant”, even if permission for construction or “vacancy” has been given by us;
  19. loss or damage caused directly or indirectly by sudden and accidental bursting, tearing apart, cracking, burning or bulging due to the pressure of water or steam, or the lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or an appliance for heating water occurring while “your” “dwelling” is “under construction” or “vacant” even if permission for construction or “vacancy” has been given by us;
  20. caused by backing up or escape of water from a sewer or drain, sump or septic tank, eavestrough or downspout connected to “your” sewer or from drains or public sewers outside “your” “dwelling”;
  21. loss or damage caused directly or indirectly by vandalism or malicious acts by any of “your” employees or by any “tenant”, tenant’s guest, a tenant’s employee or member of a tenant’s household. “Tenant” includes any person who has “your” permission to occupy “your” “dwelling” or any part of it;
  22. loss or damage caused directly or indirectly by theft or attempted theft:
    - a. which happens at any other dwelling “you” own, rent or occupy, except while “you” are temporarily living there;
    - b. by any employee, tenant or member of a tenant’s household. “Tenant” includes any person who has “your” permission to occupy “your” “dwelling” or any part of it;
    - 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 residence “premises”, if such property is normally kept there throughout the year;
  23. loss or damage to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property by an “insured peril” is insured;
  24. loss or damage to sporting or hobby equipment where the loss or damage is due to its use;
  25. loss or damage caused directly or indirectly by snow slide, ice slide, landslide, earthquake or other earth movement. If any of these results in fire or explosion, “we” will pay only the resulting damage;



26. loss or damage caused directly or indirectly by war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
27. loss or damage caused directly or indirectly by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
28. 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 of or damage to insured property that is directly caused by "Specified Perils", this exclusion shall not apply to such resulting loss or damage.
29. loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spore(s)", or for the cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spore(s)".
30. any loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage .

#### **ALL TERRAIN COVERAGE**

If the "Coverage Summary Page" shows that rider X516 applies, "we" insure the all terrain vehicle(s) described for this rider on the "Coverage Summary Page", including its permanently attached equipment

**INSURED PERILS** - "you" are insured against all risks of direct physical loss or damage from any external cause, subject to the exclusions, limitations, terms, and conditions set out below.

**LOSS OR DAMAGE 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. If fire ensues, "we" will pay for the damage caused by the fire. "We" do not insure loss or damage caused directly or indirectly by or resulting from;
4. wear and tear, gradual deterioration, latent defect, inherent vice, mechanical breakdown, scratching, denting, chipping, corrosion, rust, dampness or drying of atmosphere, "fungi" or "spores(s)", weathering, ice, freezing or extremes of temperature;
5. any work being done on the insured property. If fire or explosion ensues "we" will pay for the damage caused by the fire or explosion;
6. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
7. contamination or pollution or the release, discharge or dispersal of contaminants or "pollutants"
8. birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
9. any process of refinishing, renovating, repairing, servicing or maintenance;
10. dishonesty of persons to whom the insured property is entrusted;
11. "your" intentional or criminal acts;
12. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
13. 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 of or damage to insured property that is directly caused by "Specified Perils", this exclusion shall not apply to such resulting loss or damage.

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

"Data Problem" means:

- a. erasure, destruction, corruption, misappropriation, misinterpretation of "data";
- b. error in creating, amending, entering, deleting or using "data";
- c. inability to receive, transmit or use "data"; or
- d. damage to electronic data processing equipment or any other related component system, process or device;

14. any loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**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, or
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.

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

**BASIS OF CLAIM PAYMENT:** "We" will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 100% of the Actual Cash Value of the insured property at the time of the loss. This clause applies separately to each item for which an amount of insurance is shown.

**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.

#### **BOAT AND MOTOR COVERAGE**

If the "Coverage Summary Page" shows that rider X511 applies, "we" insure:

1. the boat(s) described for this rider 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(s);
2. the motor(s) described for this rider on the "Coverage Summary Page", including fuel containers and electric starting equipment or controls supplied as integral equipment by the manufacturer;
3. boat a/o motor accessories described for this rider on the "Coverage Summary Page" and not included in 1 or 2 above.

**INSURED PERILS** - "you" are insured against all risks of direct physical loss or damage from any external cause, subject to the exclusions, limitations, terms, and conditions set out below.

**LOSS OR DAMAGE 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. If fire ensues, "we" will pay for the damage caused by the fire.  
"We" do not insure loss or damage caused directly or indirectly by or resulting from:
4. wear and tear, gradual deterioration, (including damage by marine life), latent defect, inherent vice, mechanical breakdown, scratching, denting, chipping, corrosion, rust, dampness or drying of atmosphere, "fungi" or "spore(s)", weathering, ice, freezing or extremes of temperature;
5. any work being done on the insured property. If fire or explosion ensues "we" will pay for the damage caused by the fire or explosion;
6. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
7. contamination or pollution or the release, discharge or dispersal of contaminants or "pollutants"
8. birds, moths, household pets, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
9. any process of refinishing, renovating, repairing, servicing or maintenance;
10. dishonesty of persons to whom the insured property is entrusted;
11. "your" intentional or criminal acts;

12. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
13. 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 of or damage to insured property that is directly caused by "Specified Perils", this exclusion shall not apply to such resulting loss or damage.  
 "Data" means representations of information or concepts in any form.  
 "Data Problem" means:
  - a. erasure, destruction, corruption, misappropriation, misinterpretation of "data";
  - b. error in creating, amending, entering, deleting or using "data";
  - c. inability to receive, transmit or use "data"; or
  - d. damage to electronic data processing equipment or any other related component system, process or device;
14. any loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**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; or
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.

**NEWLY ACQUIRED EQUIPMENT:** If "you" acquire, as owner, any additional watercraft, outboard motors or miscellaneous equipment while this coverage is in effect, "we" will automatically insure it provided "you" tell "us" within 14 days of acquisition. Under this condition "we" will not pay more than 25% of the total limit of insurance provided by this coverage.

It is specifically understood and agreed, however, that this coverage will cease to cover such items if they are not reported to "us" within the said 14-day period.

Any loss or damage will not reduce the amounts 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 14 days of acquisition.

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

**BASIS OF CLAIM PAYMENT:** "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. "We" will pay on the basis of Replacement Cost provided that:

1. repair or replacement is effected as soon as reasonably possible, but in no event more than one year after the date of loss;
2. the property at the time of loss was useable for its original purpose;
3. the property was in working condition immediately before the loss occurred;
4. the property was not more than five years old from the date "you" originally purchased it new at the beginning of the policy term.

Otherwise, "we" will pay the loss on the basis of Actual Cash Value of the damaged or destroyed property at the time of loss.

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

“Actual Cash Value” will take into account such things as the cost of replacement less any depreciation, and in determining depreciation “we” will consider the condition immediately before the damage, the resale value and the normal life expectancy.

**CO-INSURANCE CLAUSE:** “We” will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 100% of the Actual Cash Value of the insured property at the time of the loss. If “Replacement Cost Coverage” applies, “we” will not pay for a greater proportion of the loss than the amount of insurance bears to the Replacement Cost of the insured property at the time of the loss. This clause applies separately to each item for which an amount of insurance is shown.

**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.

#### **FINE ARTS COVERAGE**

If the “Coverage Summary Page” shows that rider X512 applies, “we” insure “your” Fine Arts described for this rider 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 arts only while at the location(s) specified, unless otherwise stated on the “Coverage Summary Page”.

**DEFINITION:** 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. loss or damage to property illegally imported, acquired, stored or kept;
2. loss or damage to property seized or confiscated unless such property is destroyed to prevent spread of fire;
3. breakage of glassware, statuary, marble, 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 air conveyances, or by theft or attempted theft.

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

1. wear and tear, deterioration, vermin, rodents or insects, birds or household pets;
2. “your” intentional or criminal acts;
3. any process or work being performed on the insured property;
4. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
5. contamination by radioactive material.

**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 fine arts during the term this coverage is in effect, “we” will automatically insure these provided “you” tell “us” within 30 days of acquisition. “We” will adjust “your” premium on a pro rata basis from the date of the acquisition. Under this extension, “we” will not pay more than 25% of the amount of insurance shown for this rider on the “Coverage Summary Page”.

**STAMP, COIN, AND BANK NOTE 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 specifically described on the “Coverage Summary Page”.

**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.

## FIRE DEPARTMENT CHARGES

"We" will pay up to \$2,000, or such other amount as may be specified on the "Coverage Summary Page", for "your" liability for fire department charges incurred when a municipal Fire Department is called to save or protect property insured under "your" policy or to protect "your" property or property of others adjacent to "your" "premises". No deductible applies to this coverage. "You" may not claim under this extension if the Fire Fighting Expenses are insured elsewhere in this policy.

## MISCELLANEOUS ARTICLES COVERAGE

If the "Coverage Summary Page" shows that rider X513 applies, "we" insure "your" property or the property of others for which "you" may be liable, described for this rider on the "Coverage Summary Page", against direct physical loss or damage, subject to the exclusions, limitations, terms and conditions set out below.

**LOSS OR DAMAGE NOT INSURED-** "We" do not insure:

1. loss or damage to any property illegally imported, acquired, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority;
2. loss or damage to any musical instrument played for a fee unless "we" have given our written permission;
3. breakage of fragile or brittle articles;
4. loss or damage to sporting or hobby equipment where the loss is due to their use;
5. property away from "your" "premises" for the purpose of exhibition.

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

1. wear and tear, defect or mechanical breakdown;
2. dampness of atmosphere, extremes of temperature, deterioration, contamination, vermin, insects, rodents, rust, corrosion or mold;
3. any process or work being performed on the insured property;
4. "your" intentional or criminal acts;
5. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
6. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
7. "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

## SPECIAL CONDITIONS

**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. "We" will adjust "your" premium on a pro rata basis from the date of the acquisition.

**Territorial Limit:** This insurance applies to insured property anywhere in the world, but only while "your" principal residence is maintained within the Province of Saskatchewan.

**Replacement Cost Coverage** "We" agree to pay any loss insured by this coverage on the basis of replacement cost subject to the policy limits, provided that:

1. the property at the time of loss was usable for its original purpose and is not obsolete;
2. "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 the following:
  - 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;
  - c. motorized lawn mowers and other motorized gardening equipment.

**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.

### MOBILE HOME TRANSIT COVERAGE

If the "Coverage Summary Page" shows that rider X537 applies, the insurance on the Mobile Home described on the "Coverage Summary Page" and the insurance, if any, on "your" personal property contained in the Mobile Home, is extended to provide the coverage set out below while the Mobile Home is in transit for a single trip within the Province of Saskatchewan. This coverage applies from the time the Mobile Home is connected to a power unit at the site from which it is to be moved until it is disconnected from the power unit at its destination.

**INSURED PERILS** - During the period of time that this coverage applies, "we" insure against direct loss or damage caused by the following perils as described and limited:

1. Fire, lightning, and explosion;
2. Collapse of bridges, culverts, docks, wharves, landing sheds, depots, stations or platforms;
3. Falling objects striking the exterior of the Mobile Home;
4. Impact by aircraft or land vehicles;
5. Riot;
6. Smoke;
7. Stranding, sinking, burning, collision, upset or derailing of any vehicle moving the mobile home;
8. Collision of the mobile home with another object or upset or overturn of the mobile home;
9. Vandalism or Malicious Acts;
10. Windstorm or Hail. This peril does not include any dent damage to the outer metal covering of the mobile home, unless the metal is punctured (pierced to make an opening in the metal covering).

**DEDUCTIBLE** - "We" are responsible only for the amount by which the loss or damage insured by this rider exceeds the greater of \$1,000 or the deductible amount shown on the "Coverage Summary Page" as applying to the mobile home, in any one occurrence.

Except as otherwise provided by this rider, all terms, conditions, limitations and exclusions applying to the insured property remain in effect.

#### SEWER BACK-UP ENDORSEMENT – T326

If the "Coverage Summary Page" shows that Rider T326 applies, "we" provide the following insurance in return for payment of the premium:

"We" insure against direct loss or damage to insured property caused by the backing up or escape of water from a sewer, sump, or septic tank.

This peril does not include damage:

1. caused directly or indirectly by continuous or repeated "seepage" or "leakage";
2. to the system or appliance caused by rust, corrosion or deterioration;
3. resulting from escape of water from a sump pit not equipped with an operable sump pump;
4. to public "water mains" or outdoor plumbing systems and equipment attached, including but not limited to swimming pools, hot tubs, spas and similar installations;
5. occurring while the building or unit is "under construction" or "vacant" even if "we" have given permission for construction or vacancy;

### SECTION III - LIABILITY COVERAGES

THIS SECTION DOES NOT APPLY TO A FARM POLICY

#### DEFINITIONS (applicable to Section II)

"You" and "your" have the same meaning as defined on page 3. In addition, the following persons are insured:

1. any person or organization legally liable for damages caused by 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", "us" or "the insurer" means the *My Mutual Insurance Ltd.*

**“Action”** means a civil proceeding in which “compensatory damages” because of “bodily injury” or “property damage” to which this insurance applies are alleged. “Action” includes:

1. An arbitration proceeding in which such “compensatory damages” are claimed and to which the “insured” must submit or does submit with “our” consent; or
2. Any other alternative dispute resolution proceeding in which such “compensatory damages” are claimed and to which the “insured” submits with “our” consent.

**“Bodily Injury”** means bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person.

**“Business”** means any continuous or regular pursuit undertaken for financial gain, including a trade, profession or occupation or the temporary or part-time business pursuits of an insured person under the age of 21 years.

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

**“Compensatory Damages”** means damages due or awarded in payment for actual injury or economic loss. “Compensatory damages” does not include punitive or exemplary damages.

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

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

**“Legal Liability”** means responsibility which courts recognize and enforce between persons who sue one another.

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

**“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.

**“Premises”** and **“Insured Premises”** means the “premises” at the location(s) described on the “Coverage Summary Page” where the person(s) names as the 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” where an additional premium has been paid, except “business property” and farms;
2. individual or family cemetery plots or burial vaults;
3. vacant land in Saskatchewan “you” own or rent, excluding “farm” land;
4. land in Saskatchewan where an independent contractor is building a one, two or three-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” or “you” are not under any lessee or tenant agreement which is longer than 90 consecutive days;
6. “premises” in Saskatchewan 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”.

**“Property Damage”** means damage to, or destruction of, or loss of use of property.

**“Residence Employee”** in this Section has the same meaning as in Section I.

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

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

## COVERAGES

This insurance applies only to accidents or occurrences which take place during the term of this policy. The amounts of insurance are shown on the "Coverage Summary Page". 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 is the maximum amount "we" will pay under one or more sections of Coverage E 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:**

"bodily injury" or "property damage" arising out of "your" personal actions anywhere in the world, if "you" are an individual person.

2. **Premises Liability:**

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

3. **Tenants Legal Liability:**

Legal liability for "property damage" to "premises", or their contents, which "you" do not own and which "you" are using, renting or have in "your" custody or control caused by:

- a. fire;
- b. explosion or implosion;
- c. smoke due to a sudden, unusual or faulty operation of any heating or cooking unit in or on the "premises", but not smoke from fireplaces;
- d. water escape from a heating, plumbing, sprinkler or air conditioning system, waterbed or domestic appliance. This coverage will not apply if "you" have been away from "your" "premises" more than **ten** 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 drained all the pipes and appliances, or "you" have "your" "dwelling" electronically monitored 24 hours a day by a company that monitors and responds to a low temperature signal, "you" would still be insured. "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;
- e. impact by a land vehicle.

"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. **Employer's Liability**

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 the ownership, use or operation of aircraft while being operated or maintained by "your" employee. "You" are not insured for liability imposed upon or assumed by "you" under any workers' compensation statute.

### COVERAGE E EXCLUSIONS - Loss or damage not insured:

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

1. the ownership, maintenance, use, operation or entrustment to others of any motorized vehicle, trailer, "farm" machinery or equipment or watercraft, except those for which coverage is



provided under "Coverage E Extensions" in this section of the policy. This exclusion does not apply to "Employer's Liability";

2. damage to property "you" own, use, occupy or lease or property in "your" care, custody or control except property for which coverage is provided under Tenants Legal Liability in this section of the policy;
3. damage to personal property or fixtures as a result of work done on them by "you" or anyone on "your" behalf;
4. "bodily injury" to "you" or to any person residing in "your" household, other than a "residence employee";
5. the transmission of communicable or sexually transmitted disease by any person insured by this policy, or arising out of the failure of any person insured by this policy to take steps to prevent the transmission or spread of any communicable disease;
6. any actual or alleged abuse or molestation, meaning any form of actual or threatened sexual, physical, psychological, mental and/or emotional abuse, molestation or harassment, including corporal punishment, directly or indirectly:
  - a. by any person or named insured who is insured by this policy;
  - b. by any person or named insured who is insured by this policy having knowledge of such an activity taking place;
  - c. by any person or named insured who is insured by this policy failing to prevent such activity from taking place;
  - d. at the direction of any person or any named insured who is insured by this policy.
7. the ownership, use or maintenance of a swimming pool on "your" "premises" unless "swimming pool liability" is shown on the "Coverage Summary Page" and an additional premium charge for it;
8. the ownership or use of a horse or horses, unless otherwise stated on the "Coverage Summary Page" and an additional premium charged;
  - a. "We" do not insure claims made against "you" arising from the ownership, use, or operation, loading or unloading, or the entrustment to others, by or on behalf of an "Insured" of:
    - 1) any draft or saddle animal or attached conveyance:
      - a) for charge or remuneration; or
      - b) while entrusted to others; or
      - c) for the carrying of "passengers" for hire or gain or under any other arrangement;
9. the erasure, destruction, corruption, misappropriation or misinterpretation of "data"; or erroneously creating, amending, entering, deleting or using "data"; including any loss of use arising therefrom. "Data" means representations of information or concepts, in any form.

**The additional exclusions on page 28 also apply.**

#### **COVERAGE E EXTENSIONS**

"You" are also insured for claims made against "you" arising from the following:

##### **1. Watercraft Liability**

- a. **Watercraft "you" own:** "You" are insured against claims arising out of "your" ownership, use or operation of watercraft, but only if the watercraft is less than 8 meters (26 feet) in length and:
  - 1) is equipped with an outboard motor or motors of not more than **19kw (25 HP) in total** when used with or on a single watercraft, or
  - 2) has an inboard or an inboard-outboard motor of not more than 38 kW (50 HP).If "you" own any motors or watercraft that exceed the 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 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.
- b. **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 operated with the owner's consent;

- 2) the watercraft is not owned by anyone included in the definition of “you” or “your” as it applies to Section II of this policy.

“You” are not insured for damage to the watercraft itself.

- c. **Watercraft uses “we” do not insure:** “We” do not insure claims made against “you” arising from the misuse 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 or speed contest other than a sailboat;
  - 3) rented by “you” 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;
  - 5) being operated or controlled by “you” while “your” alcohol-blood ratio exceeds 80 milligrams of alcohol in 100 milliliters of blood;
  - 6) not being operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

## 2. **Motorized Vehicle Liability**

- a. **Vehicles “you” own:** “You” are insured against claims arising out of “your” ownership, use or operation of the following, including their trailers and attachments:

- 1) motorized lawn mowers, snow blowers, lawn and garden-type tractors used or operated mainly on “your” property, provided they are not used for compensation or hire;
- 2) motorized golf carts and motorized wheelchairs and motorized scooters having more than two wheels and specifically designed for carrying a person who has a physical disability;
- 3) 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.
- 4) electric bicycles with pedals, not more than 500 watts and not exceeding 32 km per hour,
- 5) electric or battery powered children’s toys with a maximum speed of 8 km per hour subject to Special Limits of Insurance).
- 6) “Personal Transporters”.

- b. **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 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” as it applies to Section II of this policy.

“You” are not insured for damage to the vehicle itself.

3. **Trailer Liability:** “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.

## **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 included. The amount of insurance shown on the “Coverage Summary Page” is the most “we” will pay for each person in respect of one accident or “occurrence”. “We” will not pay expenses covered by any medical, dental, surgical or hospitalization plan or law or under any other insurance contract. “We” will not pay “your” medical expenses or those of persons residing with “you”, other than “residence employees”. “We” will not pay medical expenses of any person covered by any workers compensation statute. “We” will not pay for medical expenses arising out of:

1. the ownership, use or operation of any motorized vehicle, trailer, “farm” machinery or equipment, except those for which coverage is provided under “Coverage E Extensions”, in this section of the policy;
2. the ownership or use of horses, unless Coverage E has been extended to insure against claims arising out of the ownership or use of horses;
3. the transmission of a communicable or sexually transmitted disease by any person insured by this policy;
4. any actual or alleged abuse or molestation, meaning any form of actual or threatened sexual, physical, psychological, mental and/or emotional abuse, molestation or harassment, including corporal punishment, directly or indirectly, by or at the direction of any person or any named insured who is insured by this policy.

**The additional exclusions on page 30 also apply.**

“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.

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

“We” will pay for unintentional 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” as it applies to Section II of this 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, trailer or watercraft, except those for which coverage is provided under “Coverage E Extensions” in this Section of the Policy;
2. for property “you” or “your” tenants own or rent;
3. which are insured under any other section of this policy;
4. caused by the loss of use, disappearance or theft of property.

**The Additional Exclusions on page 30 also apply.**

**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 the loss;
2. what it would cost to repair or replace the property with materials of similar quality at the time of the 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 the loss.

If necessary, "you" must help "us" verify the damage.

#### **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 against 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 Jet Propelled 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, even if the Passenger Hazard Option is included;
  - 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 arising from "bodily injury" to a "passenger", unless the Passenger Hazard Option is included.
3. The engine capacity of the personal watercraft exceeds 650cc;
4. "You" are not insured for claims arising from "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.

**The Additional Exclusions on page 30 also apply.**

#### **OPTIONAL EXTENSION**

The "Coverage Summary Page" will show if the following optional extension is included in this Coverage and if so, to which personal watercraft they apply. All Coverage H Exclusions apply to these options.

**Passenger Hazard Option:** If the "Coverage Summary Page" shows that the passenger Hazard Option is included, "you" are insured for claims made against "you" because of "Bodily Injury" to a "passenger" arising out of the ownership, use or operation of the personal watercraft. "You" are not insured for

claims because of “Bodily Injury” which occurs when the seating capacity of the personal watercraft, as established by the manufacturer, has been exceeded, or while the personal watercraft is being operated or controlled by anyone under the age of 16 years. This means that “you” may not allow an operator under the age of 16 years to carry “passengers” in the personal watercraft.

#### **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”.

**DEFINITIONS:** (Applicable to Coverage I)

“**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 or operation of the All Terrain Vehicle described for this Coverage on the “Coverage Summary Page”. From hereon “we” will refer to this as the “All Terrain Vehicle”. “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 All Terrain Vehicle 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 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 milliliters of blood;
  - d. carrying “passengers” for a fee, even if the Passenger Hazard Option is included;
  - e. in a race or speed test;
  - f. rented or leased by “you” to others;
  - g. being used for any illicit or prohibited trade or transportation;
  - h. being operated in a manner 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” unless the Passenger Hazard Option is included.

**The additional Exclusions on page 30 also apply.**

#### **OPTIONAL EXTENSIONS**

The “Coverage Summary Page” will show which, if either, of the following optional extensions are included in this Coverage, and if so, to which All Terrain Vehicle they apply. All Coverage I Exclusions apply to these options.

**Passenger Hazard Option:** If the “Coverage Summary Page” shows that the Passenger Hazard Option is included, “you” are insured for claims made against “you” because of “Bodily Injury” to a “passenger” arising out of the ownership, use or operation of the All Terrain Vehicle. “You” are not insured for claims because of “Bodily Injury” which occurs when the seating capacity of the All Terrain Vehicle, as established by the manufacturer, has been exceeded.

**Underage Operator Option:** 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”.

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

### **- Applicable to Coverages H and I**

“We” will defend “you” against any suit which makes claims against “you” for which “you” are insured under Coverage H or Coverage I 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 applicable limit of insurance, “we” will pay:

1. all expenses which “we” incur;
2. all costs charged against “you” in any suit insured under Coverage H or Coverage I;
3. any interest accruing after judgement on that part of the judgement which is within the applicable amount of insurance;
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.

### **ADDITIONAL EXCLUSIONS**

Loss or damage not insured. Applicable to Coverages E, F, G, H and I:

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

1. “your” “business” or any “business” use of “your” “premises”, except as otherwise specified in Section II of this policy;
2. the rendering or failure to render any professional services;
3. “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;
4. the ownership, maintenance, use, operation or entrustment to others of any aircraft or “premises” used as an airport or landing strip, and all necessary or incidental operations;
5. 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 out from where it was intended to be;
6. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
7. “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;
8. “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;
9. “Bodily Injury” or “Property Damage” when any “Recreational Vehicle” owned by “you” if it is being operated in a manner contrary to the provisions of the All Terrain Vehicles Act (Sask.);
10. “Bodily Injury” or “Property Damage” when automotive anti-freeze has been used in a hydronic yard furnace;
11. the erasure, destruction, corruption, misappropriation or misinterpretation of “data”;
12. erroneously creating, amending, entering, deleting or using “data”;
13. any obligation under a disability benefits plan, workers’ compensation or employment insurance compensation law or any similar law;
14. “Bodily Injury” to a co-worker while “you” are on the job;
15. “Property Damage” “you” cause while “you” are unlawfully on the premises of others, or any obligation to share “compensatory damages” with or repay someone else who must pay

- “compensatory damages” for “property damage” arising out of acts omitted by “you” or such other person while unlawfully on the premises of others;
16. “Bodily Injury” or “Property Damage” caused directly or indirectly by an animal “you” own or for which “you” are responsible and which, prior to the “occurrence” which gives rise to the claim, has been declared under any law, by-law or municipal ordinance to be a dangerous animal;
  17. 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”;
  18. coaching of or officiating at sporting activities or events for which “you” receive remuneration;
  19.
    - a. any injury, damage, loss, cost or expense, arising 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 “spore(s)” 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 “spore(s)”; or
    - b. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with (a) above or;
    - c. 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.
  20. “Bodily Injury” or “Property Damage” arising directly or indirectly, in whole or in part, out of “terrorism” or by any activity or decision of a government agency or other entity to prevent, respond to or terminate “terrorism” regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

**CONDITIONS - Applicable to coverages 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:

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

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

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

**Unauthorized Settlements-Coverage E, H and I:** “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 the accident.

**Action Against Us-Coverage E, H and I:** “You” shall not bring suit against “us” until “you” have fully complied with all the terms of this policy, nor until the amount of “your” obligation to pay has been finally determined, either by judgment against “you” or by an agreement which has our consent.

**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.

**Payment of Claim-Coverage F and G:** Payment by “us” under either of these coverages 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 IV – ENDORSEMENTS

### FOOD SPOILAGE FLOATER (X555)

“We” insure \$1,000 in all to cover direct and consequential damages to frozen food in a food freezer owned by “the insured” caused by failure of the freezer’s refrigeration equipment due solely to accidental interruption of electrical power.

This insurance does not cover loss or damage:

1. to property seized or confiscated for breach of any law or by order of any civil authority, but this exclusion shall not apply to property seized or confiscated for the purpose of destruction at the time of fire for the prevention of the spread of fire;
2. caused by a criminal or willful act or omission of “the insured” or of any person whose property is insured hereunder;
3. to property illegally acquired, kept or stored.

Nor does it cover Loss or damage to the insured frozen food:

1. caused by improper or faulty wrapping, packing, or handling;
2. caused by inherent vice, natural spoilage, or spoilage resulting from intentional disconnection of the electrical power supply on the “premises” by “the insured” ; or
3. due to “your” failure to take all reasonable steps to prevent further loss or damage to the insured property.

Settlement will not include expenses to acquire frozen food.

### GLASS COVERAGE

If the “Coverage Summary Page” shows that rider T321 applies, “we” insure glass forming part of “your” dwelling, including glass in storm windows and doors, against accidental or malicious breakage. This includes resulting damage to frames immediately encasing and next to the damaged glass.

“We” will not pay more than \$500 for any one glass unit. “Glass Unit” means a separately glazed window or door whether factory fabricated or manually installed.

“We” do not insure loss or damage occurring while a building in which the insured glass is located is “under construction” or “vacant”, even if permission for construction or vacancy has been given by us.

### LIMITATION OF LIABILITY COVERAGE ENDORSEMENT - X600

This endorsement limits the liability coverage of this policy to “premises” liability that arises out of the ownership, maintenance or use of the “premises” within the territorial limits of Saskatchewan.

### LIMITATION OF LIABILITY - PREMISES - X602

The insurance under Coverage E - Legal Liability - of Section II - Liability Coverage, is limited to insure against “Premises Liability” only. All other insurance under coverage E is deleted. Coverage F - Voluntary Medical Payments - applies only to persons accidentally injured on “your” “premises” as defined in Section II. Coverage G - Voluntary Payment for Damage to Property - is deleted.

### RADIO AND TELEVISION ANTENNA COVERAGE

If the “Coverage Summary Page” shows that Rider X542 applies, “we” insure “your” radio and television antenna against direct loss or damage caused by windstorm or hail. “We” do not pay for loss or damage to a “dish” antenna caused by windstorm unless the antenna has been properly installed and anchored according to the manufacturer’s specifications.

### SEWER BACK-UP EXCLUSION - T325

The insurance for Sewer Back-Up is deleted. “We” do not insure loss or damage caused directly or indirectly by or resulting from discharge of sewage or water from a sewer, sump, septic tank or an eavestrough or downspout connected to a sewer.

### THEFT COVERAGE

If the “Coverage Summary Page” shows that Rider X598 is included with Rider T301 or X523, the following insured perils and special limits of insurance are added to rider T301 or X523 as the case may



be. All other terms, conditions, limitations and exclusions of riders T301 and X523 apply to this coverage.

**INSURED PERILS - “We” insure against:**

1. Theft from the “premises”;
2. Damage at the “premises”, including vandalism or malicious acts, caused by theft or attempted theft, but only up to \$500 in any one “occurrence”.

**SPECIAL LIMIT OF INSURANCE**

In the case of theft from the “premises”, “we” will not pay more than the amounts stated below. These limits are in addition to the other Special Limits of Insurance applying to riders T-301 and X-523. “We” insure:

1. jewelry, watches, gems, furs and garments trimmed with fur, up to \$2,000 in all;
2. up to \$500 on any one bicycle, including its equipment and accessories.

**THEFT DAMAGE TO RENTED DWELLINGS**

If “your” “Coverage Summary Page” indicates that “you” have this coverage “we” will pay \$1,000 for damage to the insured dwelling caused by theft or attempted theft. This coverage is not subject to the policy deductible.

**SECTION V – CONDITIONS  
STATUTORY CONDITIONS**

**Misrepresentation**

- 1 If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to any property in relation to which the misrepresentation or omission is material.

**Property of others**

- 2 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.

**Change of interest**

- 3 The insurer shall be liable for loss or damage occurring after an authorized assignment pursuant to the *Bankruptcy and Insolvency Act* (Canada) or change of title by succession, by operation of law, or by death.

**Material change**

- 4 Any change material to the risk and within the control and knowledge of the insured shall avoid 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 he desires the contract to continue in force, he must, within 15 days of the receipt of the notice, pay to the insurer an additional premium; and in default of such payment the contract shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

**Termination of contract**

- 5 (1) This contract may be terminated:
  - a) by the insurer giving to the insured 15 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 *pro rata* premium for the expired time, but in no event, shall the *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 termination 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 by cheque payable at par.
- (5) The 15 days mentioned in clause (a) of sub condition (1) 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.

**Requirements after loss**

- 6 (1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if such 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 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 wilful 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 the loss;
  - c) if required give a complete inventory of undamaged property and showing in detail quantities, cost, 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) of subparagraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

**Fraud**

- 7 Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

**Who may give notice and proof**

- 8 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.

**Salvage**

- 9 (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 any 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 *pro rata* towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph 1 of this condition according to the respective interests of the parties.

**Entry, control, abandonment**

- 10** After any loss or damage to insured property, the insurer shall have 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 shall not be 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.

**Appraisal**

- 11** 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 therefor is made in writing and until after proof of loss has been delivered.

**When loss payable**

- 12** The loss shall be payable within 60 days after completion of the proof of loss, unless the contract provides for a shorter period.

**Replacement**

- 13** (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 30 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 45 days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

**Action**

- 14 Repealed \*\***

**Notice**

- 15** 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; and 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; and in this condition, the expression "registered" means registered in or outside Canada.

The following General Exclusions and General Conditions shall apply to all fire, fire and extended and multi-peril riders and endorsements attached to this policy, except as these exclusions or conditions may be modified or supplemented by the riders and/or endorsements attached to this policy.

**GENERAL EXCLUSIONS**

This policy does not cover:

1. loss, destruction or damage caused by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
2. any loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
3. loss, destruction or damage caused by contamination by radioactive material;
4. loss, directly or indirectly, proximately or remotely, arising in consequence of or contributed to by the enforcement of any bylaw, regulation, ordinance or law regulating zoning or the demolition,

repair or construction of buildings or structures, which bylaw, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss;

5. 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.

#### **GENERAL CONDITIONS**

1. Subject to general conditions 2 below, the company shall not be liable:
  - a. 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;
  - b. 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.

#### **OTHER INSURANCE**

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.

#### **REINSTATEMENT**

3. 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 said Policy, and additional premium on a pro rata basis, shall on demand become payable therefor.

#### **DEDUCTIBLE CLAUSE**

4. 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.

#### **NOTICE TO AUTHORITIES**

5. Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

#### **NO BENEFIT TO BAILEE**

6. It is warranted by the insured that this insurance shall in no wise inure directly or indirectly to the benefit of any carrier or other bailee.

#### **PAIR AND SET**

7. In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, but in no event shall such loss or damage be construed to mean total loss of the set.

#### **PARTS**

8. 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, the company is not liable for more than the insured value of the part lost or damage, including the cost of installation.

#### **"YOUR" DUTY AFTER LOSS**

9. 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.

#### **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO "us"**

10. "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”.

**AUTOMOTIVE FUELS.**

11. Any fuels used for automotive purposes must be stored in accordance with government regulations.

**NON WAIVER.**

12. “We” shall not be deemed to have waived any term or condition of this policy in whole or in part, unless our waiver is clearly stated and in writing, and is signed by a person authorized to do so. In addition, neither “we” nor “you” may be lawfully considered to have waived any term or condition of this policy by any act relating to the appraisal of the amount of a claim, the delivery or completion of proof, or the investigation of or adjustment of any claim under this policy.

**EXAMINATION OF INSURED**

13. 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.

**VALUATION AND REPLACEMENT**

14. 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 to repair or replace the same with material of like kind and quality.

**SUBROGATION**

15. The company, upon making any payment or assuming liability therefor under this policy, shall be subrogated to all rights of recovery of the insured against any person, and may bring action in the name of the insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the company and the insured in the proportions in which the loss or damage has been borne by them respectively.

**CANADIAN CURRENCY**

16. All limits of insurance, premiums and other amounts as expressed in this Policy are in Canadian currency.

**CO-OPERATION**

17. “You” are required to:

- a. help “us” obtain witnesses, information and evidence about the loss or damage and cooperate with “us” in the investigation of any claim or in any legal action if “we” ask you;
- b. immediately send “us” everything received in writing concerning the claim including legal documents.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS WHICH ARE HEREBY SPECIALLY REFERRED TO AND MADE A PART OF THIS POLICY, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived by the company in whole or in part unless the waiver is clearly expressed in writing, signed by a person authorized for that purpose by “the insurer”. Neither “the insurer” nor the insured shall be deemed to have waived any term or condition of this policy by any act relating to the appraisal of the amount of loss to the delivery and completion of proofs, or to the investigation or adjustment of any claim under the policy.

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

**Basic limitation period**

5 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.

**Discovery of claim**

6 (1) Unless otherwise provided in this Act and subject to subsection (2), a claim is discovered on

- the day on which the claimant first knew or in the circumstances ought to have known:
- (a) that the injury, loss or damage had occurred;
  - (b) that the injury, loss or damage appeared to have been caused by or contributed to by an act or omission that is subject of the claim;
  - (c) that the act or omission that is the subject of the claim appeared to be that of the person against whom the claim is made; and
  - (d) that, having regard to the nature of the injury, loss or damage, a proceeding would be an appropriate means to seek to remedy it.
- (2) A claimant is presumed to have known of the matters mentioned in clauses (1)(a) to (d) on the day on which the act or omission on which the claim is based took place, unless the contrary is proved.

#### **Ultimate limitation periods**

- 7 (1) Subject to subsections (2) to (4), with respect to any claim to which a limitation period applies, no proceeding shall be commenced after 15 years from the day on which the act or omission on which the claim is based took place.
- (2) With respect to any claim against a purchaser of property for value acting in good faith to which a limitation period applies, no proceeding shall be commenced with respect to conversion of the property after two years from the day on which the property was converted, whether or not the limitation period has expired.
- (3) With respect to a claim based on a judgment or order for the payment of money, no proceeding shall be commenced after 10 years from the date of the judgment or order.
- (4) With respect to a claim based on an act or omission that causes or contributes to the death of an individual, no proceeding shall be commenced after two years from the earlier of:
- (a) the day on which the death of the individual is discovered; and
  - (b) the day on which, by a decision of a court of competent jurisdiction, the individual is presumed to have died.

#### **STANDARD MORTGAGE CLAUSE**

(approved by The Insurance Bureau of Canada)

IT IS HEREBY PROVIDED AND AGREED THAT:

#### **Breach of Conditions by Mortgagor, Owner or Occupant**

1. 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 nonoccupancy 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.

#### **Right of Subrogation**

2. Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that — as to the Mortgagor or Owner — no liability therefor 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 at 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.

#### **Other Insurance**

3. If there be any 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.

**Who May Give Proof of Loss**

4. 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.

**Termination**

5. The term of this mortgage clause coincides with the term of the policy; PROVIDED ALWAYS that the insurer reserves the right to cancel the policy as provided by Statutory provision 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 provision.

**Foreclosure**

6. Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchase under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

Subject to the terms of this Mortgage Clause (and these shall supersede any policy provisions in conflict therewith but only as to the interest of the Mortgagee), loss under this policy is made payable to the Mortgagee.