

Tenant/Condominium Owners

Policy booklet



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Tenant & Condominium Unit Owner's Pak

Your Tenant or Condominium Unit Owner's Pak policy is made up of a Cover Page and this booklet. **Your** policy is a legal contract between **you** and **us**. This booklet explains **your** coverages and is written in a language to make it easier for **you** to understand **your** insurance protection. **Your** Cover Page shows the coverages **you** have chosen, what **we** agree to insure, the coverage **we** provide and the **amount of protection**. It also shows the premium **you** have agreed to pay. All **amounts of protection** are shown and all losses are payable in Canadian dollars.

This policy booklet is in four parts:

Part 1 – Your Belongings

- explains coverage for property **you** own or use.

Part 2 – Personal Liability

- explains coverage for **your** liability due to **your** personal actions that involve **bodily injury** or **property damage** to someone else.

Part 3 – Legal Expense Insurance Coverage

- explains coverage for Legal Expense Insurance provided by this policy.

Part 4 – Statutory Conditions

- these are conditions **we** must tell **you** about by law.

All claims will be settled directly with the person(s) named on **your** Cover Page. Only the person(s) named on **your** Cover Page may make a claim against this policy and may take legal action against **us**.

Claims presented for loss or damage by any person(s) covered under this policy, shall be considered to be made by all named or unnamed insured person(s) jointly. Action(s) of any person either individually or jointly shall be considered action(s) by all for the purpose of investigation and settlement of losses.

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

The key to **your** policy is its Cover Page. It shows the type and amount of **your** coverage. It gives the location of property **you** are insuring and it describes certain types of property **you** are insuring. **Your** coverage starts at 12:01 A.M. standard time on the **Effective Date**. It ends at 12:01 A.M. standard time on the **Expiry Date**. **Your** Cover Page shows both of these dates. This is **your policy term**.

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

Insurance cannot be a source of profit. It is designed to indemnify you against actual losses or expenses incurred by you or for which you are legally liable.

Definitions

In addition to other terms defined elsewhere in the Policy, as used herein and in any further amendment, the following terms and expressions have the following meanings:

Actual Cash Value means the cost to replace or repair **your** property considering depreciation which includes such things as its age, condition, resale value, obsolescence, and normal life expectancy at the time of loss. The value of property usually falls as it ages. Thus, **Actual Cash Value** is normally lower than the cost to replace **your** property at today's prices.

Amount of Protection means the maximum amount **we** will pay for an insured loss in any one **occurrence** or incident. Different amounts apply to different coverages and these amounts are shown on **your** Cover Page.

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

Business Premises means **premises** on which a **business** is conducted.

Business Property means property pertaining to a **business**, trade, profession or occupation.

Collapse means the complete failure or breaking down of a foundation, wall, floor or roof of **your dwelling** or outbuilding.

Condominium Corporation includes a Strata Corporation as defined in the Strata Property Act of British Columbia.

Condominium Unit includes a strata lot shown on a strata plan as defined in the Strata Property Act of British Columbia.

Data means representations of information or concepts, in any form, including programs, recorded on electronic media usable in **data** processing operations.

Data Problem means:

- erasure, destruction, corruption, misappropriation, misinterpretation of **data**; or
- error in creating, amending, entering, deleting or using **data**; or
- inability to receive, transmit or use **data**.

Dwelling means the location described on **your** Cover Page occupied by **you** as a private residence.

Earthquake includes snow slide, landslide or other earth movements occurring at the same time as, and directly resulting from an **earthquake** shock and other natural or man-made earth movements resulting from mining or fracking operations. Each loss caused by **earthquake** shall constitute a single claim providing that all **earthquake** shocks occur within any 168 consecutive hours during the policy term.

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

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

Identity Theft means the act of knowingly acquiring, transferring or using key pieces of a person's identity, without lawful authority, which represents a violation of any federal, provincial, territorial or local law.

Identity Theft Occurrence means any act or series of acts of **identity theft** by a person or group of persons.

Insured means the person(s) named on **your** Cover Page and the following unnamed person(s) living in the same household:

- the spouse of the person(s) named on **your** Cover Page. Spouse also means either of two persons of the same or opposite sex who have been continuously living together in a conjugal relationship and have so lived together for a period of two years or, if they are the natural or adoptive parents of a child, for a period of one year.
- the relatives of any of the above.
- anyone in the care of any of the above.

Insured also means the following person(s):

- any unmarried student(s) attending school and residing away from **your dwelling** who is dependent on the Named Insured or his or her spouse for support and maintenance.
- any spouse, mother, father, grandmother, grandfather or child of the person(s) named on **your** Cover Page, while residing away from **your dwelling** in an approved nursing or care home.

Insured Peril means a cause of loss or damage insured under the type of coverage shown on **your** Cover Page for that specific property.

Jet Propulsion Personal Watercraft means any motorized sea vehicle, jet ski or other motorized water device designed as a self-propelled unit used on water. They can be designed to carry the operator only or to carry the operator and one or more passengers. Where **we** use the term personal watercraft unit it means a **jet propulsion personal watercraft** as defined herein.

Occurrence means a loss to insured property caused by one or more of the insured perils.

Pollutant(s) means any solid, liquid, gaseous or thermal irritant or contaminants, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Principal Residence means the sole or primary location at which **you** live.

Rented Condominium means a condominium unit that **you** own, but rent to others as a private residence.

Replacement Cost means the cost to repair or replace property with material of similar kind and quality at today's prices without deduction for depreciation.

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

Rupture means damage to a plumbing, heating, fire sprinkler or air conditioning system within **your dwelling** caused by sudden and accidental bursting, tearing apart, cracking, burning, or bulging of the system, due to the pressure of or lack of water or steam.

Sewer Back Up means back up, accidental discharge or escape or overflow of water or sewage from a sewer, sump, or septic tank.

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

Surface Water means water on the surface of the ground where water does not usually accumulate in ordinary circumstances.

Tack equipment means bridles, halters, harnesses, saddles, horse blankets, grooming equipment and supplies and other portable property usual to the use, care or grooming of horses.

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.

Vacant means the **dwelling** is not occupied and, regardless of the presence of furnishings:

- all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
- no occupant has yet taken up residence, however, a newly acquired **dwelling** which is to be **your principal residence**, will not be deemed **vacant** for the first 30 days from the date of title registration to **you**; or
- the **dwelling** will not be deemed to be **vacant** or subject to vacancy restrictions or exclusions up to the first 90 consecutive days following the death of the **Insured** or until the expiry date of the policy, whichever comes first.

Water Escape means accidental discharge or overflow of water or steam from a plumbing, heating, fire sprinkler or air conditioning system, household appliance, aquarium, waterbed, a swimming pool or hot tub or their equipment, or a public **watermain**.

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

We, us or **our** means SGI CANADA Insurance Services Ltd.

You or **your** refers to **Insured** – see definition.

Part 1 – Your Premises and Belongings

Your Premises

Premises for Condominium Unit Owners means the **dwelling** unit at the location shown on **your** Cover Page including garages, parking stalls, outbuildings, storage rooms or lockers, and private approaches reserved for **your** exclusive use and occupancy as a private residence.

Premises for Tenants means the **dwelling** building or portion of the **dwelling** building rented by **you** for use as a private residence at the location shown on **your** Cover Page including garages, parking stalls, outbuildings, storage rooms or lockers, and private approaches reserved for **your** exclusive use.

Your Belongings

Means personal property that **you** own or use kept at **your premises**. Coverage is extended to include the following:

- belongings that are away from **your premises** temporarily, other than belongings in storage. Belongings in storage shall mean belongings not in current use and kept at a location away from **your premises**.
- belongings kept in a safety deposit box.
- belongings in storage in an occupied private **dwelling**.
- belongings stored in a commercial storage facility designed for that purpose.
- belongings in storage away from **your premises** for up to 30 consecutive days, if stored elsewhere than in an occupied private **dwelling** or commercial storage facility designed for that purpose. **We** will extend this 30 day coverage if **you** tell **us** of placing **your** belongings into storage and this is shown on **your** Cover Page. This will involve an extra premium charge.
- furs, watercraft, their equipment, accessories and outboard motors, and **jet propulsion personal watercraft** including unlicensed boat trailers during seasonal storage away from **your premises**.
- golf carts kept year round at a golf course.
- belongings while **you** move them to a new **principal residence** in Canada. This coverage lasts for 30 days from the day **you** start the move and covers losses occurring:
 - at **your premises** shown on **your** Cover Page.
 - in transit.
 - at **your new premises**.

There are some limits on the kinds of belongings **we** will cover and the amounts blanket coverage will pay. They are shown in the section entitled **Property with Special Limits of Insurance** and **Property and Causes of Loss We Do Not Cover** contained within this wording booklet.

Any belongings we cover as Special Belongings or which are specifically insured elsewhere are not covered here. The basic limitation within the policy no longer applies to that item.

Perils Insured – Cover Code A

We cover belongings under Cover Code A for direct physical loss or damage caused by the following 10 Perils:

- 1) **Fire** or **Lightning**.
- 2) **Explosion** or **Implosion**.
- 3) **Smoke**. By this **we** mean damage due to sudden and unusual failure of a heating or cooking unit in or on the **premises**. This could include things such as a furnace, stove or fireplace.
- 4) **Falling Objects** that hit the outside of an insured building or structure.
- 5) **Impact by Aircraft, Spacecraft** or **Land Vehicles**.
- 6) **Riot**.

- 7) **Vandalism or Malicious Acts.** **We** do not cover loss or damage:
- directly or indirectly caused by theft or attempted theft.
 - while **your premises** are under construction or **vacant**, regardless if permission for construction or vacancy was given elsewhere.
 - caused by **you** or anyone living in **your** household.
 - to property from that part of **your premises** rented by **you** to others, caused by any tenant, tenant's guests, tenant's employees, or members of their households, unless fire ensues and then **we** only cover the loss or damage caused by the ensuing fire.
- 8) **Water Escape and Rupture.** If **you** are away from **your premises** for more than 10 consecutive days during the normal heating season, **you** must do one of three things. **You** must shut off the water supply and drain all pipes, attached fixtures, and appliances, **or** arrange to have a reliable person come in daily to check the heating, **or** have **your premises** electronically monitored 24 hours per day by a company that monitors and responds to a low temperature signal. If **you** do not, **we** will not cover loss or damage caused by freezing, or resulting water damage.
- We** do not cover loss or damage to **your premises** or belongings after **your premises** have been **vacant** for more than 30 consecutive days or while it is under construction.
- We** do not cover loss or damage caused by freezing to any part of a plumbing, heating, fire sprinkler, or air conditioning system or household appliance that is not in a heated building, or any resulting water damage.
- We** do not cover loss or damage caused:
- by rust, corrosion or deterioration.
 - by seepage or continuous or repeated leakage.
 - by **sewer back up**.
- 9) **Windstorm or Hail.** The interior of a building and belongings inside are also covered, but only if the damage happens immediately after wind or hail first makes an opening in the building. This peril does not cover loss or damage caused by waves, flood, high water, ice, rain, snow or sleet, whether driven by wind or not.
- 10) **Electricity.** Means sudden and accidental loss or damage caused by artificially generated electrical current.

There are other causes of loss we will not cover under this policy. These are shown under Property and Causes of Loss We Do Not Cover.

Perils Insured – Cover Code B

We cover belongings under a Pak I for direct physical loss or damage caused by the perils as defined and limited in Cover Code A plus the following named perils:

- 11) **Theft, including damage caused by Attempted Theft.** **We** do not cover the following:
- property on **your premises** while **your premises** are under construction or **vacant**, even if **we** have given permission for construction or vacancy.
 - property from that part of **your premises** rented by **you** to others caused by any tenant, tenant's guests, tenant's employees, or members of their households.
 - loss or damage caused by **you** or anyone living in **your** household.
- 12) **Transportation.** **We** cover loss or damage to belongings and building fixtures and fittings while they are being transported if caused by an accident to the transporting vehicle.
- 13) **Escape of Fuel Oil.** **We** cover loss or damage to insured property caused by the sudden and accidental bursting or overflowing of **your** domestic fixed fuel oil tank, apparatus or pipes.

There are other causes of loss we will not cover under this policy. These are shown under Property and Causes of Loss We Do Not Cover.

Perils Insured – Cover Code C

We cover belongings under a Pak II for direct physical loss or damage caused by comprehensive perils:

Comprehensive Perils. Shown below are some perils or causes of loss that **we** exclude. If these are the cause of loss or damage, **we** will not cover such loss or damage. If the peril that causes loss or damage is not one of the perils shown below, then **you** are covered.

We do not cover loss or damage:

- a) caused by water below ground level including that which exerts pressure on or flows, seeps or leaks through any opening in a sidewalk, driveway, foundation, wall, window, door or floor. **We** will, however, cover if it was due to a sudden and unexpected escape of water from a swimming pool or its attached equipment, fire fighting activities, or a public **watermain**.
- b) caused by flood, **surface water**, waves, tidal waves, overflow of streams or other bodies of water, spray, ice, or waterborne ice, shoreline ice build-up, or waterborne objects, whether any of the former are driven by wind or not. But **we** will, however, cover loss or damage if it is due to a sudden and unexpected escape of water from a swimming pool or its attached equipment, fire fighting activities, or a public **watermain**. **We** will cover loss or damage to watercraft due to sudden and unexpected flood, **surface water** and waves.
- c) caused by wear and tear, rust, corrosion, or deterioration.
- d) caused by water entering **your dwelling** and/or outbuilding, unless the water entered through an opening which was created suddenly and accidentally by a **Listed Peril**. **We** will, however, provide coverage if the loss was due to water that entered through a roof due to the accumulation of ice or snow on the exterior of the roof or eavestrough.
- e) caused by freezing or resulting **water escape** from a plumbing, heating, fire sprinkler or air conditioning system, or household appliance during the normal heating season and **you** are away from **your premises** for more than 10 consecutive days. In order to have this coverage, **you** must do one of three things. **You** must shut off the water supply and drain all pipes, attached fixtures, and appliances, **or** arrange to have a reliable person come in daily to check the heating, **or** have **your premises** electronically monitored 24 hours per day by a company that monitors and responds to a low temperature signal. But **we** will not cover loss or damage if **your premises** has been **vacant** for more than 30 consecutive days or while **your premises** is under construction, even if **we** have given permission for construction or vacancy.
- f) caused by dampness of atmosphere, extremes of temperature, condensation, (includes ice and/or frost from condensation) wet or dry rot, mould, acid rain, contamination, inherent vice, unknown flaw and defect.
- g) caused by mechanical breakdown, except as covered under **Optional Coverages – Home Systems Protection**.
- h) caused by seepage or continuous or repeated leakage of water or steam from a plumbing, heating, fire sprinkler, or air conditioning system, household appliance, a swimming pool or hot tub or their attached equipment, or a public **watermain**.
- i) caused by **rupture** or freezing to an outdoor swimming pool or hot tub and the attached equipment of either, any part of a plumbing, heating, fire sprinkler, or air conditioning system, or household appliance not in a heated building or a public **watermain**.
- j) due to theft or attempted theft, vandalism or malicious acts:
 - (i) to property from that part of **your premises** rented by **you** to others caused by any tenant, tenant's guests, tenant's employees, or members of their household, unless fire ensues and then **we** only cover the loss or damage caused by the ensuing fire.
 - (ii) caused by **you** or anyone living in **your** household.
 - (iii) while **your premises** is under construction or **vacant**, even if **we** have given permission for construction or vacancy.

- k) caused by escape of water or steam from a plumbing, heating, fire sprinkler or air conditioning system, household appliance, swimming pool or hot tub or their attached equipment, or a public **watermain** occurring after **your premises** has been **vacant** for more than 30 consecutive days or while **your premises** is under construction, even if **we** have given permission for construction or vacancy.
- l) caused by vermin (such as skunks and raccoons), rodents (such as squirrels and mice), insects (such as moths and termites), moles, zebra mussels, bats, birds, or domesticated animals. **We** will cover resulting damage to building glass caused by birds if the peril of Glass Breakage is insured under **your** policy.
- m) caused by sudden and accidental bursting, tearing apart, cracking, burning, or bulging due to the pressure of or lack of water or steam in a plumbing, heating, fire sprinkler or air conditioning system, or an appliance for heating water occurring after **your premises** has been **vacant** for more than 30 consecutive days or while **your premises** is under construction, even if **we** have given permission for construction or vacancy.
- n) due to marring or scratching of any property or breakage of any fragile or brittle article unless caused by a **Listed Peril**, theft or attempted theft.
- o) caused by **sewer back up**. **We** do not cover loss or damage caused by **sewer back up** from public sewers or drains outside **your premises**.
- p) caused by smoke from agricultural or industrial operations.
- q) to sporting equipment due to the use of it.
- r) to contact lenses unless the loss or damage is caused by a **Listed Peril**, theft or attempted theft.

We do not cover the following three things if they happen at the same time as an excluded peril or cause of loss above or elsewhere in the policy or contribute with an excluded peril or cause of loss to produce a loss:

- weather conditions.
- acts or decisions of any person, civic authorities, or government authorities.
- faulty, inadequate, or defective planning, design, material, construction, or maintenance of public utilities or public structures.

Listed Perils referred to previously are: fire, lightning, explosion or implosion, smoke, falling objects, impact by aircraft, spacecraft or land vehicles, riot, vandalism or malicious acts, **water escape, rupture**, windstorm, hail, electricity, transportation and escape of fuel oil, all as defined under **Perils Insured**.

There are other causes of loss we will not cover under this policy. These are shown under Property and Causes of Loss We Do Not Cover.

Added Features of Your Part 1 Coverage

We provide **added features** along with **your** regular coverage at no extra cost. These may be special types of coverage available to **you**, or they may be special uses of **your** regular coverage. **We** have noted those features that **add to your total amount of protection**. Otherwise, the coverages described are **part of the amount of protection** shown on **your** Cover Page.

Additional Living Expenses

You may use up to 20% of the **amount of protection** shown on **your** Cover Page for **your** belongings if **you** are a Tenant or 200% of the **amount of protection** shown for **your** belongings if **you** are a Condominium Unit Owner unless otherwise specified, to pay for an increase in any one or a combination of the following. The length of time **we** will continue to make payments is not restricted by the expiry of your policy. The amount **we** pay **adds to your total amount of protection**.

1. Increased Living Expenses

If the loss or damage makes **your premises** unfit for occupancy, **we** will pay for **your** moving costs. The loss or damage must be due

to a peril for which **your premises** are insured. **We** will pay for the reasonable increase in **your** cost of living required to maintain **your** normal standard of living. **We** will not pay expenses for things that are not needed to support **you** during the period **your premises** remain unfit for occupancy. **We** will continue to pay only until **you** repair or replace **your premises**, or **you** permanently relocate. **We** will not pay for any increased costs due to unnecessary delays on **your** part, to repair or replace **your premises**, relocate, or to settle **your** household.

2. Lost Rental Income

We will pay for **your** actual loss of rental income for those parts of **your premises** that **you** were renting out when the loss took place. The loss or damage must be due to a peril for which **your premises** are insured. **We** will pay for the fair rental value of this property even if it was not rented out when the loss took place. **You** must show **us** that **you** were trying and able to rent it out at the time of loss. **We** will pay until **you** have had a reasonable length of time to repair or replace the part of **your premises** that **you** were renting out. **We** will deduct any savings in expenses, such as electric and water bills, which stop because of the loss.

3. Prohibited Access

When a civil authority prohibits access to **your premises**:

- a) **We** will pay the costs for Increased Living Expenses and Lost Rental Income for up to two weeks. The denial must be due to damage to **your** or neighbouring premises from a peril for which **your premises** are insured. If **you** have a Pak II, it must be due to a **Listed Peril**.
- b) **We** will pay for Increased Living Expenses for the period during which a civil authority prohibits access to **your premises** because of a mass evacuation order due to a sudden or unexpected event within Canada or the continental U.S.A. **We** will pay up to 20% of the **amount of protection** shown on **your** Cover Page for belongings for up to 30 days

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

- i. **flood**;
- ii. **earthquake**;
- iii. war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection, or military power;
- iv. 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, but **you** are still insured for ensuing loss or damage which results directly from fire or explosion;
- v. a nuclear incident as defined in the Nuclear Liability Act. Nor do **we** cover nuclear explosion or contamination by radioactive material.

Arson Conviction Reward

We will pay \$1,000 for information which leads to a conviction for arson in connection with a fire loss to property insured by this policy. The amount **we** pay adds to **your** total **amount of protection**. The \$1,000 limit will not be increased regardless of the number of persons providing information.

This coverage is not subject to a deductible.

Automatic Acquisitions

Any belongings that are insurable under this policy that **you** acquire after the effective date of this policy are automatically covered subject to the terms of this policy. This includes items **you** purchase while away on vacation.

Belongings of Guests and Residence Employees

You may use up to 10% of **your** belongings protection for belongings of **your residence employees** or non-paying guests. These belongings must be at **your premises** or in the care of **residence employees** carrying out duties of their employment away from **your premises**. The loss must be due to a peril for which **your** own belongings are insured. **Your** guests or **residence employees** must not have any coverage on their belongings. All claims will be settled directly with **you**.

Collapse

We cover direct physical loss or damage due to the **collapse** of a foundation, wall, floor, or roof of **your dwelling** or outbuildings caused by any of these three things:

- a peril insured by this policy.
- the weight of contents, equipment, or people.
- the weight of rain, ice, snow, or sleet on the roof.

We do not cover loss or damage caused by **collapse** while **your premises** or outbuilding is under construction or **vacant**, even if **we** have given permission for construction or vacancy.

Credit, Debit, or Electronic Funds Transfer Cards, Cheques and Counterfeit Money Coverage

This coverage adds to **your** total **amount of protection**. This coverage is not subject to a deductible. The loss must take place during the policy term, but **you** are covered even if **you** do not discover the loss for up to a year after the term ends.

If **you** are sued for the payment of a credit card, charge or cheque that has been forged or altered, **we** will pay for **your** reasonable legal expenses. **You** must have **our** permission to defend yourself against the suit.

We will pay for:

- 1) **Your** legal obligation to pay because of the theft or unauthorized use of credit or debit cards issued to **you** or registered in **your** name provided that **you** have complied with all conditions under which the card was issued.
- 2) Loss caused by theft and use of **your** automated teller card provided **you** have complied with all the conditions under which the card was issued.
- 3) Loss to **you** caused by forgery or alteration of cheques, drafts or other negotiable instruments.
- 4) Loss by **your** acceptance in good faith of counterfeit Canadian or United States currency.

We do not insure:

- a) losses caused by **your** dishonesty.
- b) losses arising out of **your business** pursuits.
- c) losses caused by the use of **your** credit, debit or automated teller card by a resident or **residence employee** of **your** household, or by a person to whom **you** have entrusted the card.

We will pay up to \$2,500 for any one loss and a total amount of \$5,000 in all for losses in any one policy term, even if the losses involve more than one card, cheque forgery, lawsuit or piece of counterfeit money, or involve multiple purchases, transactions, or **occurrences**.

Debris Removal

You may have **us** pay to remove debris of insured property from **your premises**, if **your** insured property has been damaged or destroyed by an **insured peril**.

We will also pay for removal of property of others, excluding trees, shrubs and plants, blown on to **your premises** by windstorm, if **your** insured property is damaged or destroyed by an **insured peril**.

Debris removal expenses shall not be considered for the purpose of applying any co-insurance.

Declaration of Emergency Endorsement (Extension of Termination or Expiry Date)

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an **Emergency** is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

1. The **Emergency** must have a direct effect or impact on:
 - a) The **Insured**, the insured site or insured property located in the declared emergency area; or
 - b) The operations of the Insurer or its agent/broker located in the declared emergency area.
2. a) Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the **Emergency** is terminated plus the lesser of:
 - (i) 30 days; or
 - (ii) the number of days equal to the total time the **Emergency** order was in effect.
- b) If this policy is due to expire during an **Emergency**, it will continue in force until the **Emergency** is terminated plus the lesser of:
 - (i) 30 days; or
 - (ii) the number of days equal to the total time the **Emergency** order was in effect.
3. In no event shall the total term of the extension exceed 120 consecutive days.

The **Insured** agrees to pay the *pro rata* premium earned for the additional time the Insurer remains on risk as a result of the above.

4. Definitions:

Emergency is defined as the first statutory declaration of an emergency:

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

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

Emergency Entry Property Damage

Coverage is automatically provided to repair damage to **your premises** (permanent or temporary residence) if damaged as a result of forcible entry by police, ambulance, fire department, or other persons to save and preserve life. This coverage adds to **your total amount of protection**.

This coverage is not subject to a deductible.

Fraud Conviction Reward

We will pay up to \$1,000 for information which leads to a conviction of fraud in connection with an insured loss to property insured by this policy. The amount **we** pay adds to **your total amount of protection**. The \$1,000 limit will not be increased regardless of the number of persons providing information.

This coverage is not subject to a deductible.

Identity Theft Coverage

We will pay for **identity theft** expenses up to the **amount of protection** shown on **your** Cover Page for each **occurrence**. These expenses are defined as the costs associated with the restoration of **your** identity. The policy deductible will apply.

The **identity theft occurrence** must take place during the policy term. **You** are covered even if **you** do not discover the **occurrence** for up to a year after the policy term ends or after cancellation of the policy.

We will pay:

- a) the costs for obtaining up to two credit reports or profiles, notarizing affidavits and/or similar documents for law enforcement agencies, credit agencies and financial institutions or similar credit grantors.
- b) the cost to replace Canadian government issued identification, documentation, passports, driver's licence and birth certificates.
- c) the reasonable cost of certified mail, telephone expenses, and facsimile transmissions to businesses, law enforcement agencies, credit agencies and financial institutions or similar credit grantors.
- d) the fees associated with re-applying for loans due to the rejection of **your** original application as the lender(s) received incorrect information.
- e) up to 50% of the **amount of protection** shown on **your** Cover Page for this coverage for wages or salary lost by **you**. This includes time off work to complete fraud affidavits, or to meet with merchants, legal counsel, law enforcement agencies, credit agencies, and financial institutions or similar credit grantors.
- f) the reasonable legal fees incurred for:
 - (i) **your** defense for any claim(s) or any suit(s) made against **you** by any **business** or their collection agencies.
 - (ii) the removal of any criminal or civil judgments wrongly entered against **you**.
 - (iii) any challenge to the accuracy of information in **your** credit report.
 - (iv) recovering assets acquired by a third party.

This coverage does not apply to losses covered under the Credit, Debit, or Electronic Funds Transfer Cards, Cheques, and Counterfeit Money Coverage.

Inflation Protection Factor

To help protect **you** in the event **you** have a loss, **we** will increase the total **amount of protection** on **your** belongings by a portion of the Inflation Protection Factor (IPF) percentage (as shown on **your** Cover Page) as follows:

- 2 months after inception – 25% of the IPF
- 5 months after inception – 50% of the IPF
- 8 months after inception – 75% of the IPF
- 11 months after inception – 100% of the IPF

Inception means the effective date of the policy, or if the policy has been in force for more than one year, its last anniversary date. If **you** request a change in the amount of insurance during the policy term, the effective date of that change will be considered the **inception**, until the next policy anniversary date.

This added feature does not apply to **vacant** condominium units.

Outdoor Trees, Shrubs, Plants and Lawns

You may use up to 5% of the **amount of protection** shown on **your** belongings to pay for loss or damage to outdoor trees, shrubs, plants, and lawns. The loss must be due to one of these eight causes: 1) Fire. 2) Lightning. 3) Explosion or Implosion. 4) Riot. 5) Impact by Aircraft, Spacecraft, or Land Vehicles. 6) Vandalism. 7) Malicious Acts. 8) Theft including damage caused by attempted theft.

We will pay up to \$1,000 for **your** lawn, single tree, plant or shrub including debris removal. This extension of coverage does not increase the amount of coverage available under **Property with Special Limits**

of Insurance for cannabis plants. **We** do not insure any items grown for commercial purposes or sale.

Property Protection Coverage

We will pay for property that is damaged or used trying to protect **your premises** or belongings from a loss. For example, **we** will pay to recharge a neighbour's fire extinguisher if it was used to fight **your** fire. **We** will not pay for property owned by a fire department. The amount **we** pay adds to **your** total **amount of protection**.

Temperature Change

If there is a failure of any system at **your premises** that maintains an artificial temperature, such as **your** furnace or freezer, including mechanical breakdown, accidental unplugging or off **premises** power interruption, **we** will pay for the loss or damage to **your** belongings that is caused by the resulting change in temperature. The belongings must be in a building.

Theft Damage to Premises

You may apply \$1,000 of **your** belongings protection to pay for damage to **your premises** caused by theft or attempted theft. **Your** policy must cover theft for this coverage to apply.

Additional Coverage For Condominium Unit Owners

There are other causes of loss we will not cover under this policy. These are shown under Property and Causes of Loss We Do Not Cover.

Your Condominium Unit Owners Pak includes the additional coverage shown below.

Automatic Residence Coverage

When **you** purchase a new condominium unit in British Columbia to replace **your** condominium unit shown on **your** Cover Page and notify **us** within 30 days of the title registration to **you**, **we** will cover both units for a period of 30 days before or after the registration. This coverage no longer applies after the policy expiry date. The amount **we** pay adds to **your** total **amount of protection**. **We** will not pay more than the amount shown on **your** Cover Page for each unit.

Contingent Coverage

We will pay up to the **amount of protection** shown on **your** Cover Page to cover **your** interest in **your** unit, excluding any improvements or betterments to it, if the condominium corporation has no insurance for the loss, its insurance is inadequate, or it is not effective. The loss must be caused by a peril insured by this policy. However, if the condominium corporation has no insurance for the loss, **we** will not pay more than \$50,000. **We** do not cover improvements or betterments whether made by **you** or purchased by **you** under any sale agreement.

We will pay as follows:

- the **Replacement Cost** if the property is repaired or replaced within a reasonable length of time using similar materials; or
- the **Actual Cash Value** if repairs or replacement are not made within a reasonable length of time.

We will cover up to \$100,000 of the portion of any insured loss to **your** unit that is excluded under the deductible clause in the Condominium Corporation insurance policy and for which **you** are responsible.

Estate Coverage

Coverage restrictions due to vacancy will not apply within the first 90 days (or expiry date of the policy, whichever comes first) from the date **your premises** becomes **vacant** or unoccupied due to the death of an **Insured**.

Upon expiration of this coverage, Part 1 General Conditions for vacancy will apply.

Lock Replacement Coverage

We will pay up to \$1,000 for the cost of changing the key combination in **your** lock set or, if necessary, replacing the lock set(s) on **your** unit or outbuildings if their keys are stolen. This coverage is not subject to a deductible. **Your** policy must cover theft for this coverage to apply.

Loss Assessment for Loss to Condominium Property

We will only pay for **your** share of any special assessment made against **you** by the condominium corporation up to the **amount of protection** shown on **your** Cover Page.

We will pay **your** share provided that:

- the assessment is valid under the condominium corporation's governing rules and bylaws; and
- the assessment is made necessary by a direct loss to the collectively owned condominium property caused by a peril insured by this policy.

We will pay only in excess of any other insurance covering the collective interest of the condominium unit owners.

We will also include assessments made against **you** for damage to **your** unit where the damage does not exceed the condominium corporation's deductible.

We will pay up to \$50,000 for that part of an assessment made against **you** for the deductible of the condominium corporation's insurance policy, unless **you** have purchased Deductible Assessment Buy Up Coverage, in which case the **amount of protection** shown on **your** Cover Page will apply. **Your** policy deductible will apply.

Single Amount of Protection

a) **We** will cover the following items for the Single Amount of Protection indicated:

- Contingent Coverage
- Unit Improvements and Betterments
- Loss Assessment Property

You decide what portion of the Single Amount of Protection will apply to each item in the event of a loss to that item. This feature is subject to all terms, conditions and limitations of this policy.

b) Should the **amount of protection** be inadequate to pay for **your** loss, **you** may use the unused portion of the remaining **amounts of protection** for these condominium coverages. The most **we** will pay under this feature is the total Single Amount of Protection shown on **your** Cover Page.

This coverage does not apply on family occupied, rented or **vacant** condominiums.

Tear Out

We will pay to remove and replace or repair parts of **your** unit, if that is necessary, to repair **rupture** damage to plumbing, heating, fire sprinkler or air conditioning systems.

We will not pay the cost for tearing out and replacing or repairing property for damage related to swimming pools, hot tubs or similar installations, public **watermains**, or sewers.

This coverage is not subject to a deductible.

Unit Improvements and Betterments

We will pay up to the **amount of protection** shown on **your** Cover Page to cover unit improvements and betterments.

We cover direct physical loss or damage to the following:

- improvements and betterments of **your premises** made by **you** or acquired by **you** under any sales agreement.
- **your** materials intended to be used in alteration, renovation or repair to **your** condominium unit located at **your premises** or which **you** acquire and transport to **your premises**.

- permanently installed flooring in **your** unit that is part of the building but not insured by the condominium corporation.

We will pay as follows:

- the **Replacement Cost** if the property is repaired or replaced within a reasonable length of time using similar materials; or,
- the **Actual Cash Value** if repairs or replacement is not completed within a reasonable length of time.

The loss or damage must be caused by a peril for which **you** are insured.

Unit Owner's Glass Coverage – Condominiums

We will pay for accidental breakage of any glass or safety glazing material which is part of **your** condominium unit including storm windows or doors. But, **we** will only cover **you** if **you** are held responsible for the damage by the condominium corporation bylaws or it is part of **your** improvements and betterments.

You must pay the deductible shown on **your** Cover Page.

Additional Coverage for Tenants

There are other causes of loss we will not cover under this policy. These are shown under Property and Causes of Loss We Do Not Cover.

Your Tenant Pak includes the additional coverages shown below.

Improvements and Betterments

We will pay up to the **amount of protection** shown on **your** Cover Page to cover direct physical loss or damage to improvements and betterments to **your premises** made by **you** or acquired at **your** expense.

We will also cover **your** materials intended to be used in alteration, renovation or repair to **your premises**, located at **your premises** or which **you** acquire and transport to **your premises**.

We will pay as follows:

- the **Replacement Cost** if the property is repaired or replaced within a reasonable length of time using similar materials; or
- the **Actual Cash Value** if repair or replacement is not completed within a reasonable length of time.

The loss or damage must be caused by a peril for which **you** are insured.

Renter's Glass Coverage – Tenants

We will pay up to \$1,000 for accidental breakage of any glass or safety glazing material that is part of **your** rented premises, including storm windows or doors. But, **we** will only cover the loss or damage if **you** are held responsible by **your** lease or rental agreement; or if it is part of **your** improvements and betterments.

You must pay the deductible shown on **your** Cover Page.

Tear Out

We will pay to remove and replace or repair Improvements and Betterments **you** have made to **your** premises if that is necessary to repair **rupture** damage to plumbing, heating, fire sprinkler, or air conditioning systems.

We will not pay the cost of tearing out and replacing or repairing property for damage related to swimming pools, hot tubs, or similar installations, public **watermains**, or sewers.

This coverage is not subject to a deductible.

Optional Coverages

Your Cover Page will show which of the following optional coverages apply to your policy.

Bylaw Coverage

If **your dwelling** unit or outbuildings must be rebuilt to meet current building codes and bylaws, this may involve extra expenses not covered by ordinary insurance. If **your** Cover Page shows that **you** have this coverage, **we** will pay up to the **amount of protection** shown for these extra expenses, only if the original construction, subsequent renovations or additions were compliant with building codes and bylaws at the time of construction or alteration. These expenses must be due to a peril for which **your dwelling** unit is insured and involve only that portion of the property directly damaged by an insured loss. Extra expenses due to a law preventing you from rebuilding on the same site are not covered.

Deductible Assessment Buy Up Coverage

If this coverage is shown on **your** Cover Page, **we** will pay up to the **amount of protection** shown for that part of an assessment made against **you** for the deductible of the condominium corporation's insurance policy. **Your** policy deductible will apply.

Earthquake Coverage

If this coverage is shown on **your** Cover Page, **we** will pay for direct physical loss or damage to **your** belongings insured under Part 1 of this policy, caused by the peril of **earthquake**, subject to the following conditions:

1. **We** do not cover loss or damage:
 - caused directly or indirectly by flood, **surface waters**, waves, ice or waterborne objects, whether or not attributable to **earthquake**.
 - caused by windstorm or hail, rain or snow damage to your belongings contained within a building, unless the **earthquake** first creates an opening in the building.
 - caused by earthquake shocks occurring before this coverage becomes effective nor for loss or damage occurring after the expiration of **your** policy.
 - excluded anywhere under Part 1 of **your** policy.
2. **We** do not pay for the increased cost of repair or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services or increased costs associated with land stabilization.

You are also insured for Additional Living Expenses due to Prohibited Access because of mass evacuation, as defined in **your** policy, provided the evacuation is a direct result caused by the peril of **earthquake**.

Amount of Protection

The **amount of protection** for **earthquake** coverage for **your** belongings is stated on **your** Cover Page. This does not add to the total **amount of protection** stated on **your** Cover Page.

Deductible

We will only pay that part of the loss or damage that exceeds the **Earthquake** Coverage deductible shown on **your** Cover Page.

Single Amount of Protection does not apply to any loss or damage caused by **earthquake** as defined in this policy.

Home Systems Protection

If **your** Cover Page shows **you** have this coverage, **we** will pay up to the **amount of protection** shown for Home Systems Protection for loss, damage or expense arising from any **one home system breakdown**. Coverage applies only at the location shown on **your** Cover Page but coverage does not apply while **your premises** is under construction or **vacant**.

This coverage does not increase any limit of liability provided under Part 1 of this policy.

1. Definitions

With respect to the coverage provided by this optional coverage, the following definitions are added:

Actual Cash Value means the cost to replace or repair **your** property considering depreciation which includes such things as its age, condition, resale value, obsolescence, and normal life expectancy at the time of loss. The value of property usually falls as it ages. Thus, **Actual Cash Value** is normally lower than the cost to replace **your** property at today's prices.

Covered Home Equipment means property covered under **dwellings**, outbuildings or belongings:

- a) that generates, transmits or utilizes energy; or
- b) that, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

None of the following is **covered home equipment**:

- a) supporting structure, cabinet or compartment;
- b) insulating material associated with **covered home equipment**;
- c) household water piping other than boiler feedwater piping, boiler condensate return piping or water piping connected to a heating or air conditioning system;
- d) wastewater piping or piping forming a part of a fire protective sprinkler or irrigation system;
- e) buried or encased piping or vessels, or buried or encased wiring, however, interior buried or encased piping or wiring connected to a heating or air conditioning system is **covered home equipment**;
- f) fuel storage tank or septic tank;
- g) software or electronic data; or
- h) vehicle, whether or not designed for travel on public roads. This includes, but is not limited to a car, truck, motor home, motorcycle, all-terrain vehicle, moped, snowmobile, trailer, watercraft, aircraft, unmanned aerial vehicle, tractor or riding mower, except motorized: wheelchairs, scooters, toys or model aircraft.

Cyber Event means cyber activity including but not limited to:

- a) the introduction of malicious code including viruses, worms, Trojans, spyware and key loggers within **covered home equipment**; or
- b) unauthorized electronic access to **covered home equipment** or to electronic data or software within or used with **covered home equipment**.

Electronic Circuitry means microelectronic components, including but not limited to circuit boards, integrated circuits, computer chips and disk drives.

Electronic Circuitry Impairment means an accidental event involving **electronic circuitry** within **covered home equipment** that causes **covered home equipment** to suddenly lose its ability to function as it had been functioning immediately before such event.

An **electronic circuitry impairment** must also meet each of the following conditions:

- a) **We** shall determine that the reasonable and appropriate remedy to restore such **covered home equipment's** ability to function is the replacement of one or more **electronic circuitry** components of the **covered home equipment**.
- b) The **covered home equipment** must be owned or used by **you**, or members of **your** family who reside with **you**.
- c) None of the following is an **electronic circuitry impairment**:
 - (i) Any condition that can reasonably be remedied by:
 - a) normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;

- b) rebooting, reloading or updating software or firmware; or
- c) providing necessary power or supply.
- (ii) Any condition caused or relating to:
 - a) incompatibility of the **covered home equipment** with any software or equipment installed, introduced or networked within the prior thirty (30) days; or
 - b) insufficient size, capability or capacity of the **covered home equipment**.
- (iii) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.

Equipment Breakdown means a sudden and accidental:

- a) mechanical breakdown;
- b) electrical breakdown; or
- c) bursting, cracking or splitting

of **covered home equipment** that results in direct physical damage and requires repair or replacement of all or part of the damaged **covered home equipment**.

None of the following is an **equipment breakdown**:

- a) rust, corrosion (including pinhole leaks), erosion, deterioration or gradual loss of efficiency or functionality of **covered home equipment**;
- b) leakage or seepage at or from any connection, valve, fitting, shaft or seal;
- c) complete or partial interruption of electrical power, fuel or water supply, whether deliberate or accidental;
- d) any condition which can be corrected by resetting, recalibrating or by the performance of maintenance; or
- e) cosmetic or other damage that does not impair functionality.

Home System Breakdown means an **equipment breakdown** or **electronic circuitry impairment**.

None of the following is a **home system breakdown**:

- a) Any programming error, programming limitation, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or media of any kind; or
- b) A **cyber event**.

However, an ensuing **equipment breakdown** or **electronic circuitry impairment** will be considered a **home system breakdown**.

One Home System Breakdown means if an initial **home system breakdown** causes other **home system breakdowns**, all will be considered **one home systems breakdown**. All **home system breakdowns** that are the result of the same event will be considered **one home system breakdown**.

2. Property Coverages

The following coverages are added, subject to the applicable Home Systems Protection Limit of Liability, unless otherwise specified below:

- a) **Damage to Covered Home Equipment**
We will pay for physical loss or damage to **covered home equipment** that is the direct result of a **home system breakdown** that occurs on or off the **premises**. We will consider **electronic circuitry impairment** to be physical damage to **covered home equipment**.
- b) **Spoilage**
With respect to **your** food while contained in a refrigerator or freezer on the **premises** we will pay:
 - (i) for physical damage due to spoilage that is the result of a **home system breakdown**; and

- (ii) any necessary and reasonable expenses **you** incur to save and preserve the food from spoilage and reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

Our payment will be determined based on the replacement cost of the food in a refrigerator or freezer at the time of the **home system breakdown**. **We** will pay up to \$500 or the limit shown in **your** Policy for the Temperature Change coverage, whichever is greater. However, in no event **we** will pay more than \$5,000 under this Spoilage coverage for any **one home system breakdown**, regardless of the number of appliances which stop working at the same time.

We do not cover any other refrigerated property, including but not limited to alcoholic beverages, medicine and beauty products.

- c) **Increased Living Expenses and Lost Rental Income**
Coverage for Increased Living Expenses and Lost Rental Income is extended to this Home Systems Protection coverage.
- d) **Expediting Expenses**
With respect to **your covered home equipment** that is damaged as the result of a **home system breakdown**, **we** will pay the reasonable extra cost to:
 - (i) make temporary repairs; or
 - (ii) expedite permanent repairs or permanent replacement.

3. Exclusions

Any exclusions in **your** Policy for mechanical breakdown and electrical breakdown do not apply to this Home Systems Protection coverage. The following exclusions are added:

Earth Movement

We do not cover loss, damage or expense caused directly or indirectly by any earth movement including, but not limited to:

- a) earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b) landslide, mudslide or mudflow;
- c) subsidence or sinkhole collapse;
- d) tsunami or volcanic eruption; or
- e) any other naturally occurring earth movement including earth sinking, rising or shifting.

Electrical Disturbance

We do not cover loss, damage or expense caused directly or indirectly by electrical power surge or brown out, whether or not caused by lightning. However, with respect to **your** belongings **we** will pay for loss, damage or expense to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus, caused by or resulting from artificially generated electrical current.

Installation or Repair

We do not cover loss or damage to **covered home equipment** while it is being installed, dismantled or repaired. However, this exclusion shall not apply if a covered **home system breakdown** necessitated such installation, dismantling or repair.

Property Perils

We do not cover loss, damage or expense caused directly or indirectly by any of the following perils, whether the excluded peril occurs on or off the **premises**:

- a) fire (including fire resulting from a **home system breakdown**), or smoke;
- b) water or other means used to extinguish a fire;
- c) explosion;
- d) lightning;

- e) windstorm or hail;
- f) impact by aircraft, spacecraft or land vehicle;
- g) breakage of glass;
- h) falling objects;
- i) weight of snow, ice or sleet;
- j) freezing caused by cold weather or resulting from a **home system breakdown**;
- k) collapse;
- l) riot or civil commotion;
- m) vandalism or malicious act that causes damage or destruction, however, this exclusion does not apply to a **cyber event**.
- n) theft, including damage by attempted theft; or
- o) **flood, surface water**, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not.

Water Damage

We do not cover loss, damage or expense caused directly or indirectly by water, including but not limited to:

- a) water that backs up or overflows from a sewer, drain or sump; or
- b) any other water damage including water damage resulting from a **home system breakdown**.

Property Not Covered

We will not pay for any property that is not **covered home equipment** except for spoiled food to the extent it is covered under Spoilage in Property Coverages.

Property Covered Elsewhere

We will not pay for loss covered under the Property section of **your** Policy or under any extension of coverage.

4. Conditions

The following conditions are added:

Limit of Liability

The Limit of Liability under this Home Systems Protection coverage for loss, damage or expense during the policy period, arising from any **one home system breakdown** to **covered home equipment**, is \$50,000.

Individual coverages are subject to limits. The most **we** will pay under any such coverage for loss, damage or expense arising from any **one home system breakdown** is the amount indicated as the limit for that coverage in the Property Coverages. These limits are a part of, and not in addition to, the Home Systems Protection Limit of Liability.

Deductible

We will pay only that part of the total payable loss, arising from any **one home system breakdown**, that exceeds the Home Systems Protection Deductible shown on **your** Cover Page, subject to the applicable Limit of Liability in this Home Systems Protection coverage.

Environmental, Safety and Efficiency Improvements

If **covered home equipment** requires replacement due to a **home system breakdown**, **we** will pay **your** additional cost to replace with equipment that is better for the environment, safer for people, or more energy or water efficient than the equipment being replaced.

However, **we** will not pay to increase the size or capacity of the equipment and **we** will not pay more than one hundred fifty (150) percent of what the cost would have been to replace with similar kind and quality. This condition does not apply to the replacement of component parts or to any property to which **Actual Cash Value** applies and does not increase the Limit of Liability that applies to this Home Systems Protection coverage.

Loss Settlement

Losses under this Home Systems Protection coverage will be settled as follows:

- a) **Our** payment for damaged **covered home equipment** that is less than fifteen (15) years old from the date of manufacture, will be the lesser of:
 - (i) the applicable Limit of Liability;
 - (ii) the cost to repair the damaged **covered home equipment**;
 - (iii) the cost to replace the damaged **covered home equipment** with similar kind, quality and capacity on the same **premises**; or
 - (iv) the necessary amount actually spent to repair or replace the damaged **covered home equipment**.
- b) **Our** payment for damaged **covered home equipment** that is fifteen (15) years old or older from the date of manufacture, will be the lesser of:
 - (i) the applicable Limit of Liability;
 - (ii) the cost to repair the damaged **covered home equipment**; or
 - (iii) the **Actual Cash Value** of the damaged **covered home equipment**.
- c) Except as described in Environmental, Safety and Efficiency Improvements above, **you** are responsible for the extra cost of replacing damaged **covered home equipment** with property of a better kind or quality or of a different size or capacity.
- d) If **you** do not repair or replace the damaged **covered home equipment** within twenty four (24) months after the date of the **home system breakdown**, then **we** will pay only the lesser of:
 - (i) the cost it would have taken to repair or replace at the time of the **home system breakdown**;
 - (ii) the **Actual Cash Value** at the time of the **home system breakdown**; or
 - (iii) the applicable Home Systems Protection Limit of Liability.

Increased Limits Coverage

If **your** Cover Page shows that **you** have this coverage, **we** will pay the following Increased Limits under **Property with Special Limits of Insurance**.

Property – Belongings

	Base Limit	Increased Limit
1) For losses due to any peril:		
Animals, birds or fish	\$ 2,500	\$ 5,000
Belongings of unmarried student	\$ 25,000	No limit
Belongings of a relative in a care home	\$ 25,000	No limit
Business books, tools and computer hardware	\$ 5,000	\$ 7,500
Cemetery property	\$ 5,000	\$ 10,000
Lawnmowers, garden tractors and snowblowers	\$ 5,000	\$ 10,000
Securities	\$ 5,000	\$ 10,000
Tack Equipment	\$ 250/item \$ 2,500 in all	\$ 500/item \$ 5,000 in all
Watercraft and accessories	\$ 3,000	\$ 5,000
2) For losses due to Theft and Comprehensive Perils:		
Bicycles	\$ 3,000	\$ 5,000
Furs	\$ 10,000	\$ 15,000
Jewelry, watches and gems	\$ 10,000	\$ 15,000

Manuscripts, stamps and philatelic	\$ 2,500	\$ 5,000
Coin collections and numismatic	\$ 2,000	\$ 5,000

Added Features of Property Coverage

Credit, debit, EFT	\$ 2,500/loss \$ 5,000/term	\$ 5,000/loss \$ 10,000/term
Outdoor trees, shrubs, plants	\$ 1,000	\$ 1,500

Liability	\$ 1,000,000	\$ 3,000,000
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Sewer Back Up Coverage

If this coverage is shown on **your** Cover Page, **we** will pay up to the policy limit for loss or damage caused by **sewer back up**. If a sub-limit for this coverage is displayed on **your** Cover Page, the most **we** will pay for this coverage is the **amount of protection** that is shown. This does not add to the total **amount of protection** stated on **your** Cover Page for **your** belongings.

We do not cover loss or damage caused by:

- a) back up, discharge or escape or overflow of water or sewage from public sewers or drains outside **your dwelling**.
- b) seepage, or continuous or repeated leakage.

We do not cover **sewer back up** to **your premises** or belongings while **your premises** is **vacant** even if **we** have given permission for vacancy.

Voluntary Fire Fighting Coverage

If **your** Cover Page shows that **you** have this coverage, **we** will pay up to the **amount of protection** shown to a fire department for its services. They must deal with a fire loss for which **your premises**, outbuildings, or belongings are covered or they must be needed to protect **your** property, or property of others adjacent to **your premises**, from such a loss.

This coverage will apply to all property and locations shown on **your** Cover Page.

We will not pay for loss or damage to property owned or used by a fire department.

This coverage is not subject to a deductible.

Settling a Claim

Your Cover Page will show the **amount of protection** on property insured in Part 1. These amounts, along with the features **we** have said adds to **your amount of protection**, are the most **we** will pay for **your** loss.

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

Any payments for loss or damage shall not reduce the amounts of insurance provided by this policy.

We will not pay for any increased costs due to unnecessary delays on **your** part.

Our payment will also depend on **your** share of the loss and other rules used to settle claims. These are explained below.

Deductible

A deductible is used for losses covered in Part 1.

A deductible means that **you** will have to bear the first part of **your** loss yourself. **We** will subtract this amount from the total of **your** loss, and then **we** will pay for the rest of **your** loss. **We** will pay up to **your total amount of protection**. **We** will not pay if **your** loss is less than the deductible. The deductible is shown on **your** Cover Page.

Single Highest Deductible

You may have different deductibles, depending on the type of property and the type of loss that **we** cover. In the event of a loss where more than one of **your** SGI CANADA policies are involved or where multiple deductibles apply under one loss, only the single highest deductible will be applied.

Replacement Cost and Actual Cash Value

— as defined in the Definitions section.

We will use one of these methods to find the amount of **your** loss.

Belongings

We will pay the cost of repair or the cost of new belongings (whichever is less), of similar kind, quality, and usefulness up to **your** total amount of protection for belongings. If **you** replace a belonging with one of lesser quality, **we** will only pay the amount **you** paid for the replacement. **You** must give **us** written proof of replacement or repair in order to get **Replacement Cost** coverage. **You** may choose payment on an **Actual Cash Value** basis initially. **You** may make a subsequent claim on a **Replacement Cost** basis but not later than 180 days after payment of **Actual Cash Value** settlement to **you**. **We** will not pay for increased costs due to unnecessary delays on **your** part. **We** will keep any salvage or proceeds from salvage.

Property Subject to Actual Cash Value Settlements

We will only pay the **Actual Cash Value** for loss or damage to these eight types of property:

- 1) a belonging that is not in good, usable condition at the time of loss.
- 2) a belonging not in current use by **you** at the time of loss that **you** stored away and for which **you** had no specific future use.
- 3) a belonging of an age or condition that makes it out of date or no longer usable for its original purpose.
- 4) art works, antiques, rare objects, and other items that cannot be replaced.
- 5) a belonging that has not been repaired or replaced after a loss.
- 6) spare automobile, all terrain vehicle and dirt bike parts and accessories.
- 7) watercraft, their equipment, accessories, outboard motors, and **jet propulsion personal watercraft**, including boat trailers, that are more than 10 years of age from the date they were originally purchased as new.
- 8) buildings and structures where the wall or roof construction consists of tensioned fabric, poly, canvas or similar covering.

Pairs and Sets

(Applies to Belongings and Special Belongings)

Pair: If there is a loss to half of a pair, **we** will pay for the complete pair. The undamaged piece becomes **our** property.

Set: For items that are part of a set of two or more pieces, **we** will only pay for those parts that had the loss. For example, if **your** chair is destroyed, **we** would pay for that damage. **We** would not pay for the matching sofa, unless it was damaged as well.

Obsolescence

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

Property with Special Limits of Insurance

For certain types of property the amount **we** will pay is explained below. If that item is scheduled as a Special Belonging or specifically insured elsewhere, the basic limitation within the policy no longer applies to that item. The deductible on **your** Cover Page applies.

- (1) **Unless otherwise specified, for losses due to any insured peril we will pay up to these amounts:**
 - a) \$5,000 in all for books, tools, instruments and computer hardware pertaining to a **business**, profession, trade, or occupation. They are covered only at **your premises**. **We** do not cover other **business** or farm property, such as samples, supplies, or goods held for sale.
 - b) \$5,000 in all for securities.
 - c) \$1,000 for money and \$1,000 for bullion. Money also includes gift cards, cash cards and gift certificates.
 - d) \$3,000 in all for watercraft, their equipment, and accessories, outboard motors, **jet propulsion personal watercraft**, including their trailers. Coverage for fire or lightning applies anywhere in Canada or the continental U.S.A. Other perils **you** are insured for apply only at **your premises**. **We** do not cover loss or damage caused by freezing.
 - e) \$2,500 in all for household animals, birds, or fish after their death or necessary destruction that occurred within 30 days of injury caused by fire, lightning, explosion, or smoke.
 - f) \$25,000 in all for belongings of each unmarried student while going to school and residing away from **your premises**.
 - g) \$5,000 for each lawnmower, garden tractor, or snowblower and their attachments and accessories.
 - h) \$25,000 in all for belongings of an unnamed person, as defined under **you** and **your**, while residing away from **your premises** in an approved nursing or care home.
 - i) \$5,000 in all for collectibles, such as sports cards, sports memorabilia and comic books.
 - j) \$5,000 in all for cemetery property anywhere in Canada.
 - k) \$2,000 in all for spare automobile, all terrain vehicle and dirt bike parts and accessories.
 - l) \$250 for any one item and a total of \$2,500 in all for all losses in any one policy term, for tack equipment.
 - m) \$1,000 in all for cannabis in all consumable forms and cannabis plants, whether for recreational or medicinal use.
- (2) **For losses due to Theft, including damage caused by Attempted Theft, and Comprehensive Perils** (limits not applicable to the **Listed Perils previously defined**) **we** will pay up to these amounts:
 - a) \$10,000 in all for jewelry, watches and gems.
 - b) \$10,000 in all for furs, fur garments and garments trimmed with fur.
 - c) \$2,500 in all for manuscripts, stamps, and philatelic property (such as stamp collections).
 - d) \$2,000 in all for numismatic property (such as coin collections).
 - e) \$3,000 for each bicycle, tricycle, unicycle or electric assisted bicycle (up to 500 watts and not exceeding 32 km/h) including accessories and attached equipment.

Property and Causes of Loss We Do Not Cover

Under any Pak we do not cover the following:

- a) loss or damage not due to a sudden, unexpected event.
- b) loss or damage caused by settling, expansion, contraction, moving, shifting, bulging, buckling, or cracking unless fire or explosion follows, then **we** will pay for the resulting damage.
- c) loss or damage caused by snowslide, earthquake, landslide, or any earth movement. However, if any of those results in fire or explosion, **we** will pay for the resulting loss or damage.
- d) the cost of making good any faulty design, material, or workmanship.
- e) buildings, outbuildings, structures, belongings and any other property when designed, used, or intended for use, in whole or in part for:
 - (i) **business** or farming purposes; or
 - (ii) storage, housing, or upkeep of agricultural products or supplies, livestock (excluding horses), poultry or animals other than household pets;

except as provided under **Property with Special Limits of Insurance**.

Incidental office use is permitted.

- f) livestock, poultry or animals other than household pets.
- g) (i) loss or damage caused directly or indirectly, in whole or in part, by any **fungi** or **spore(s)**.
(ii) the cost or expense for any testing, monitoring, evaluating or assessing of **fungi** or **spore(s)**.
- h) motorized vehicles, trailers and aircraft. This includes such things as cars, trucks, skidsteers, motorcycles, motorized snow vehicles, all-terrain vehicles, dirt bikes, go-carts, dune buggies, hang gliders, ultralights or other similar aircraft of any name. Nor do **we** cover any parts, furnishings or equipment of those things. For example, media transmission (such as portable video screens), stereo equipment, tires or antennae. However, **we** will cover motorized wheel chairs, lawnmowers, snowblowers, garden equipment, golf carts and electric assisted bicycles (up to 500 watts and not exceeding 32km/h). Coverage for skidsteers and tractors (31 HP or greater) applies only at **your premises** for personal use only (if shown on **your** Cover Page).

A boat trailer kept at **your premises** and spare automobile parts and accessories are special cases. These are shown in **Property with Special Limits of Insurance**.

- i) property illegally acquired, used, kept, or imported.
- j) losses or increased costs of repair due to any bylaw, ordinance, law, act or regulation regulating the zoning, demolition, repair, or construction of buildings and their related services, except as mentioned under **Optional Coverages – Bylaw Coverage**.
- k) loss or damage to property on exhibit or display, or any time **your** property is being held for sale by others.
- l) loss or damage resulting from criminal or wilful acts done by **you** or by any person whose property is insured under this policy, including such acts done for **you** by someone else.
- m) loss or damage caused directly or indirectly by any illegal or unauthorized activity related to and including the growing, harvesting, manufacturing, processing, storing, sale or distribution of any drug or narcotic or the possession of any substances or item of any kind which constitutes a criminal offence, to any **dwellings**, outbuildings or belongings contained therein, whether or not **you** have any knowledge of or are able or unable to control such illegal activity. This includes any alteration of the **premises** to facilitate such illegal activity.
- n) belongings undergoing any process, including cleaning or being worked on, where the damage results from such process. Resulting damage to other property caused by an **insured peril** is covered.

- o) property lawfully seized or confiscated. But **we** will cover such property if it is destroyed to prevent the spread of fire.
- p) loss or damage caused by acts **you** deliberately did or acts **you** failed to do.
- q) loss resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud.
- r) loss or damage resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or **pollutants**, unless the loss or damage to insured property is caused by the sudden and accidental bursting or overflowing of **your** domestic fixed fuel oil tank apparatus or pipes.
- s) (i) loss or damage to **data**, or
 - (ii) loss or damage caused directly or indirectly by a **data problem**. However, if loss or damage caused by a **data problem** results in the **occurrence** of further loss of or damage to property insured that is directly caused by fire, explosion or implosion, smoke or **water escape** and **rupture**, all as described under **Perils Insured**, this exclusion shall not apply to such resulting loss or damage.
- t) books of account, evidence of debt or title, and documents or other evidence to establish ownership or the right or claim to a benefit or thing.
- u) wind turbine systems including all related equipment and structures manufactured for a rated power generation exceeding 1kW.
- v) 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, but **you** are still insured for ensuing loss or damage which results directly from fire or explosion.
- w) loss or damage caused by a nuclear incident as defined in the *Nuclear Liability Act*. Nor do **we** cover nuclear explosion or contamination by radioactive material.
- x) loss or damage caused by war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection, or military power.
- y) loss or damage caused by cracking of ceiling or walls.
- z) loss or damage caused by dirt blown onto the **premises**.

General Conditions For Part 1

The following general conditions apply to Part 1 of this policy:

- 1) **We** will not cover people who were holding, storing, or transporting **your** property for a fee at the time of loss.
- 2) After **we** pay for **your** claim, **we** may find that someone else is legally responsible for **your** loss. **We** have the right to recover **our** payment from that person. If **we** ask, **you** must co-operate with **us** in any legal action **we** take at **our** expense and through **our** lawyers. **You** may release another person from their legal responsibility to **you** for loss or damage to **your** property, but **you** must tell **us** if **you** do. The agreement must be in writing, and **you** must make the agreement before any loss or damage takes place. These conditions do not apply to an agreement with **your** condominium corporation.
You must not release another person from their legal responsibility for loss or damage after a loss has occurred. **You** will need **our** consent in writing to do so.
- 3) Any payment for a loss will not lower the total **amount of protection** for the rest of the policy term.
- 4) The Statutory Conditions apply to Part 1 of this policy.
- 5) When **you** have other insurance on property covered by Part 1 of this policy, **we** will only pay **our** share of the loss. **We** will do this even if **your** other insurance covers different perils than this policy. **Our**

share will be in the same proportion that the amount of **our** protection bears to the total amount of all **your** fire protection.

- 6) **You** must tell **us** when **your premises** become **vacant** as defined by this policy.

You must tell **us** when no one has been living in **your premises** for a full year, even if **you** intend to return to it. **We** feel these **premises** are **vacant** too – even if belongings are still in place.

We will not cover any loss or damage that happens after 30 consecutive days of vacancy when:

- **you** do not tell **us** within 30 days of **your premises** becoming **vacant**.
- the **premises** were tenant occupied.

Under a Condominium Unit Owners policy, when **you** tell **us** within 30 days of **your** unit becoming **vacant**, **we** will continue to provide coverage until the expiry date of the current term.

Any permission for vacancy that **we** allow in this condition does not change or invalidate any coverage restriction due to vacancy, stated in other parts of this policy.

- 7) If **your** loss is due to a crime, **you** must report the loss to the police or other policing authorities at once. This includes such crimes as theft, burglary, and vandalism or malicious acts.
- 8) **You** must take all reasonable steps to protect **your** property.
- 9) Condominium Unit Owners:
- (i) **We** agree to waive **our** rights of claim against the condominium corporation, its directors, property managers, agents, and employees, except for loss by arson, fraud, and vehicle impact.
 - (ii) **Your** right to recover from **us** is not affected by any release from liability entered into by **you** prior to loss.
- 10) If Cover Code C applies to a loss and it is more restrictive than Cover Code A or Cover Code B shown in this booklet, **we** will adjust **your** claim using the Cover Code most beneficial to **you**.
- 11) If **we** adopt any revision that would broaden coverage under **your** policy during the policy term, and **we** do not charge additional premium, the broadened coverage will immediately apply to **your** policy.
- 12) The **Insured** agrees:
- a) that repair or replacement must be executed with due diligence and dispatch and as soon as practicable and in any event completed before the two year anniversary of the date when damage to the insured property occurred.
 - b) any loss or damage directly or indirectly, proximately or remotely, resulting from or contributed to by any delay to repair or delay to replace is not covered by this policy. This includes but is not limited to the increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair.

Part 2 – Personal Liability

Definitions Applicable to Part 2

In addition to other terms defined elsewhere in the Policy, as used herein and in any further amendment, the following terms and expressions have the following meaning:

Bodily Injury means injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

Business in this Part has the same meaning as in Part 1.

Data in this Part has the same meaning as in Part 1.

Jet Propulsion Personal Watercraft in this Part has the same meaning as in Part 1.

Occurrence means an accident to which this coverage applies within the policy period, including continuous or repeated exposure to conditions which results in **bodily injury** or **property damage** neither expected nor intended.

Premises in this Part has the same meaning as in Part 1. It also includes the following:

- a place **you** live in for a short time, but that **you** do not own. For example, a hotel or motel room.
- **your** own or **your** family's burial site in Canada.
- a non-business location in Canada which **you** become owner of or take possession of during the policy term. **You** will be covered for up to 30 days after **you** take ownership or possession.

Property Damage means physical damage to, or destruction of tangible property, including the loss of use of this property.

Residence Employee in this Part has the same meaning as in Part 1.

Your residence employee will be covered while using farm machinery if it is not a usual part of their job.

Terrorism in this Part has the same meaning as in Part 1.

We, us, or our in this Part has the same meaning as in Part 1.

You and your in this Part has the same meaning as in Part 1.

In Part 2, **you and your** also means these **additional people**:

- **your residence employees.**
- workers during construction of **your dwelling**. The workers can be paid or unpaid. But **we** will not cover any independent contractor or employees of the contractor.
- any person or organization legally liable for damages caused by watercraft (excluding **jet propulsion personal watercraft**) or animals owned by **you**, and to which this insurance applies. This does not include anyone using or having custody of the watercraft (excluding **jet propulsion personal watercraft**) or animals, in the course of any **business** or without **your** permission.
- any person who is insured by this policy at the time of **your** death and who continues residing on the **premises**. **We** will cover them until the end of the policy term or cancellation of the policy, whichever comes first.
- **your** executors or administrators while they are tending to **your premises**. **We** will cover them until the end of the policy term or cancellation of the policy, whichever comes first.

Personal Liability

You must take reasonable care that **you** do not, or **your** property does not harm someone else or their property. If **you** do not, **you** may be negligent. People who are hurt or whose property is unintentionally damaged because of **your** negligence may have a legal right to be paid for their damages. A liability claim or action brought against **you** can come from a single event or it can come from a continuous or repeated condition. **We** will treat this as if all damage was from a single **occurrence**.

We will only pay compensatory damages for **bodily injury** or **property damage**. **We** will pay for claims arising out of **your** personal actions anywhere in the world, including claims due to **your** actions while engaged in volunteer work for a charitable or non-profit organization. **We** will pay for claims due to the condition or use of **your premises**. **We** will only pay claims where **you** are legally liable; however, there may be situations where **we** will pay and **you** are not legally liable. These are explained under **Added Features of Your Part 2 – Personal Liability Coverage: Voluntary Medical Payments** or **Voluntary Property Damage Payments**.

We will not pay for **bodily injury** or **property damage** caused by or arising out of:

- a) the ownership of a rented dwelling, **vacant** dwelling, or a seasonal dwelling and its related property within the same resort area; or
- b) the renting of a room or suite to others; or
- c) the use of and ownership of a **jet propulsion personal watercraft**; or
- d) **business** use of the **premises**;

unless an additional premium has been paid and coverage extension is shown on **your** Cover Page.

Amount of Protection

We will pay up to the **amount of protection** shown on **your** Cover Page. The amount shown is the maximum amount **we** will pay for all compensatory damages in response of any one **occurrence**, regardless of the number of **Insureds** against whom a claim is made or action is brought. As explained later under **Defense Settlement – Supplementary Payments**, **we** pay for certain related costs too, which are in addition to the **amount of protection**.

Bodily Injury and Property Damage

We will pay for **bodily injury** or **property damage** to someone else if **you** are legally liable. This includes:

- a) claims due to an agreement **you** sign that accepts the liability of another as it relates to **premises** owned by **you**.
- b) claims if **your residence employee** is hurt while on the job. **You** will also be covered if the employee is hurt using a motorized vehicle, all-terrain vehicle, watercraft or **jet propulsion personal watercraft** for **you**. **We** will not cover **bodily injury** arising out of the use or ownership of any aircraft or air cushion vehicles.
- c) claims if other people are hurt while they are working for **you** during construction on **your premises**, whether they are paid or unpaid.
- d) claims made against **you** by others for loss caused by an independent contractor or employees of the contractor, but only during construction at a location shown on **your** Cover Page.
- e) claims due to motorized wheelchairs, lawnmowers, snowblowers, garden equipment, or golf carts that **you** own or use. **We** will also cover **you** when someone else uses this equipment for **you**.
- f) claims due to watercraft **you** own. However, if they are powered by more than 25 horsepower, an additional premium must be paid and coverage extension must be shown on **your** Cover Page for coverage to apply.
- g) claims due to **your** use of watercraft or **jet propulsion personal watercraft** that are owned by someone else.
- h) claims due to **your** use of motorized vehicles that are owned by someone else. The vehicles must be recreational in nature and must be intended for off-road use and they must not have a licence, nor be required by law to have one. For example, a go-cart at an amusement park. **We** will not cover claims due to **your** use of these vehicles in a race or speed test, or **business**.

Tenants and Renters

We will pay compensatory damage to **premises** or to property contained within such **premises** that **you** rent or use but do not own. For example, a rented dwelling, suite or a hotel or motel room.

We will only pay if Part 1 coverages are shown on **your** Cover Page.

We will not pay if the only reason **you** are legally liable is that **you** have agreed to accept another's liability. **We** will only pay if **you** would be legally liable without that agreement.

We will only pay for **property damage** caused by the perils insured shown on **your** Cover Page and as described and limited in Part 1.

A **property damage** deductible of \$1,000 will apply to this coverage except for any loss or damage caused by Perils 1) – 10) listed under **Perils Insured** defined under Part 1.

We may also pay a part or all of this **property damage** deductible amount to affect the settlement of a claim or action against **you**. **You** shall be responsible to promptly reimburse **us** the amount of the **property damage** deductible paid on **your** behalf.

Added Features of Your Part 2 – Personal Liability Coverage

We give **you** two added features as part of **your** Personal Liability Coverage. The amounts **we** pay add to **your** total **amount of protection**. These coverages are not subject to a deductible.

Voluntary Medical Payments

We will pay up to \$5,000 for reasonable medical and related expenses for each person injured in any one **occurrence**. The injury must be due to **your** actions or the condition or use of **your premises**. **We** will pay even if **you** are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance services and funeral expenses. **We** will only pay for reasonable medical expenses incurred within one year of the date of the **occurrence**.

We will not pay for expenses covered by any medical, surgical, dental, hospitalization or health plan that the injured person(s) may have, or be eligible for, nor for any costs covered under any other insurance or Workers' Compensation Law.

We will pay for **bodily injury** to **your residence employees**, and to paid or unpaid workers who are injured during construction work on **your premises**. **We** will not pay for **bodily injury** to **you** or any other member of **your** household.

Voluntary Property Damage Payments

We will pay up to \$5,000 for direct damage to the property of someone else. The damage must be due to **your** actions or the condition or use of **your premises**. **We** will pay even if **you** are not legally liable. This feature can cover deliberate damage, but a person **we** cover who is 12 years of age or less must cause it.

We will not pay for:

- claims resulting from the loss of use, disappearance or theft of property.
- loss or damage to property of **your** tenant.
- loss or damage caused by **your business** activities.

Loss Assessment for Liability – Condominium Unit Owners

We will pay for **your** share of any special assessment made against **you** by the condominium corporation for liability. In any one policy period, **we** will pay up to the **amount of protection** shown on **your** Cover Page.

We will pay **your** share of the special assessment provided that:

- the assessment is valid under the condominium corporation's governing rules and bylaws; and

- the assessment is made necessary by an **occurrence** which applies to Part 2 of this policy.

We will pay up to \$50,000 for that part of an assessment made against **you** for the deductible of the condominium corporation's insurance policy, unless **you** have purchased the Deductible Assessment Buy Up Coverage, in which case the **amount of protection** shown on **your** Cover Page will apply. **Your** policy deductible will apply.

This extension does not increase **your** Personal Liability limit and is subject to all terms and conditions of the Personal Liability coverage.

Optional Extensions

Jet Propulsion Personal Watercraft Liability Coverage

Your Personal Liability will extend to cover **bodily injury** or **property damage** arising out of the ownership, maintenance, operation or use of a personal watercraft unit, if **your** Cover Page shows that this extension of coverage applies. It will also show which option applies to **you** and to which personal watercraft unit(s) it applies. **We** will automatically provide coverage for newly acquired units for a period of 30 days from the date of acquisition. The **amount of protection** shown on **your** Cover Page for this extension of coverage, is the maximum amount **we** will pay for claims arising from the newly acquired unit.

Passenger Hazard Option (Applies only if shown on your Cover Page)

You may be legally liable for **bodily injury** to a passenger of a personal watercraft unit. A passenger is anyone being carried upon, getting on to, or alighting from the unit.

We will not pay for claims when the seating capacity, as established by the manufacturer, has been exceeded.

Claims We Will Not Cover

We will not cover:

- claims due to **bodily injury** to a passenger unless the **Passenger Hazard Option** is shown on **your** Cover Page.
- claims due to **bodily injury** or **property damage** caused by an operator under 16 years of age.
- claims due to **bodily injury** or **property damage** caused by an operator under the influence of intoxicating liquor or drugs.
- claims due to **bodily injury** or **property damage** caused by an operator in any race or speed test.
- claims due to **bodily injury** or **property damage** resulting from any illicit, prohibited trade or transportation.
- claims due to **bodily injury** or **property damage** resulting from carrying passengers for a fee.
- claims due to **bodily injury** or **property damage** caused while the personal watercraft unit is rented or leased to others.
- claims due to **bodily injury** or **property damage** resulting from the operation of personal watercraft units in any area where their use and operation is restricted or prohibited.
- claims due to **bodily injury** or **property damage** when a personal watercraft unit is not operated in accordance with the *Canada Shipping Act* regulations governing age and horsepower restrictions and operator competency requirements.

Prairie and Forest Fire Fighting Expenses Coverage (Applicable if indicated and a separate Amount of Protection shown on the Cover Page)

The **amount of protection** shown on the Cover Page for Prairie and/or Forest Fire Fighting Expenses Coverage is the most **we** will pay in any one **occurrence** for expenses the **Insured** shall become legally obligated to pay by reason of liability imposed by law.

It is further understood and agreed that coverage shall not extend to cover:

- (i) any of **your** fire fighting expenses or that of **your** employees or agents, whether such payment is made directly by **you** or made by any other person, corporation or Government of any Province or the Government of Canada.
- (ii) any fire fighting expenses of contractors or sub-contractors engaged by **you** at the time loss first occurs.
- (iii) any expenses for which **you** are liable by reason of failure to comply with any Prairie and/or Forest Fire Fighting Act of the Province.
- (iv) any fines or penalties, for which **you** are liable by reason of failure to comply with any statute, permit, rule or regulation.
- (v) liability assumed by **you** under any contract or agreement, except **your** liability that would have existed in the absence of such contract or agreement.
- (vi) any action brought against any one of the **Insureds** by any other **Insured** or **Insureds** under this Optional Extension of Coverage in respect to the recovery of fire fighting expenses.
- (vii) any fire fighting expenses of others on **your** behalf where more specific coverage, as defined by **The Principles of Underlying Insurance**, has been purchased and is available to **you**.

Except as otherwise provided, all terms, provisions and conditions of this Policy shall have full force and effect.

Claims We Will Not Cover

This applies to all coverages in **Part 2 – Personal Liability**

We will not cover:

- a) claims caused by pollution of the land, water or air. However, **we** will cover **bodily injury** or **property damage** caused by heat, smoke, or fumes from a **hostile fire**. **Hostile fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
- b) claims caused by radioactive contamination or fallout.
- c) claims arising from war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power.
- d) claims caused by **bodily injury** to, or damage to property of persons covered by this policy, except those persons called **additional people** under the definition of **You** and **Your** under Part 2 of this policy.
- e) claims arising out of any **business**, farming or professional activities or operations, however, **we** will cover claims due to **your** actions while engaged in work for someone else in the following jobs: teacher, clerical worker, sales person, bill or money collector, messenger, or lifeguard.
- f) claims arising from the ownership or housing of livestock, poultry or animals other than household pets. **We** will however, cover claims arising from the ownership or housing of horses and/or chickens, for personal use, if permitted under local bylaws.
- g) claims caused by **bodily injury** to a co-worker while **you** are on the job.
- h) claims due to any obligation under a disability benefits plan, workers' compensation law or employment insurance compensation law or any similar law.
- i) claims respecting property **you** own or owned, rent or rented or had in **your** care except as shown in **Tenants and Renters**.
- j) claims due to aircraft, air cushion vehicles, hang gliders, ultralights or other similar aircraft of any name, or aircraft landing areas that **you** own or use. **We** will not cover the use of them for **you** by others, or claims caused by their use when **you** have entrusted them to others. Model aircraft are not part of this exclusion; however, **we** will only cover them when kept or used for amusement purposes as part of **your** hobby.

- k) claims due to a motorized vehicle or a trailer that **you** own or use. This includes cars, vans, trucks, motorcycles, motorized snow vehicles, dune buggies and the like and any vehicles required to be licensed. **We** will not cover the use of them for **you** by others or claims due to their use when **you** have entrusted them to others. However, as an exception to this, **we** will cover claims which arise out the use of golf carts, all-terrain vehicles, dirt bikes, electric assisted bicycles (up to 500 watts and not exceeding 32 km/h) and motorized vehicles used by **your residence employees** while they are working for **you**. **We** will cover **bodily injury** or **property damage** claims arising out of **your** ownership, maintenance, use or operation of any utility, boat, camper or home trailer or its equipment, provided that such trailers are not being towed by, attached to or carried on a motorized vehicle.
- l) claims caused by the use and ownership of a **jet propulsion personal watercraft** unless coverage is shown on **your** Cover Page.
- m) claims caused by the use and ownership of an all-terrain vehicle.
- n) claims caused by the use and/or ownership of a skidsteer or tractor (31 HP or greater) away from **your premises**.
- o) claims caused by a watercraft:
 - used in a race or speed test.
 - used for carrying passengers for a fee.
 - used for **business** purposes.
 - used or operated by anyone under the influence of intoxicating liquor or drugs.
 - rented or leased to others.
- p) claims due to **bodily injury** or **property damage** when watercraft are not operated in accordance with the *Canada Shipping Act* regulations governing age and horsepower restrictions and operator competency requirements.
- q) claims due to **bodily injury** or **property damage** deliberately caused by **you** or for **you** by someone else.
- r) claims caused by any intentional, illegal or criminal act or failure to act by:
 - (i) any person insured by this policy; or
 - (ii) any other person at the direction of any person insured by this policy.
- s) claims due to **bodily injury** resulting from transmission of any communicable disease.
- t) claims caused by sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy, or claims arising from the intentional or negligent failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment.
- u) claims arising directly or indirectly, in whole or in part, out of **terrorism** or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.
- v) claims due to:
 - (i) the erasure, destruction, corruption, misappropriation, misinterpretation of **data**; or erroneously creating, amending, entering, deleting or using **data**; including any loss of use arising from any of these actions or events; or
 - (ii) 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**.
- w) claims due to **bodily injury** or **property damage** arising directly or indirectly from any **fungi** or **spores**. **We** will not cover the cost or expense for any testing, monitoring, evaluating or assessing of **fungi** or **spores**.

- x) claims due to **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, bylaw or municipal ordinance to be a dangerous animal.
- y) claims due to **bodily injury** or **property damage** that arises out of electronic aggression, including but not limited to harassment or bullying committed:
 - (i) by any means of an electronic forum, including but not limited to a blog, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a website, or a weblog; or
 - (ii) by other electronic means, including but not limited to e-mail, instant messaging, or text messaging.

If You Have A Claim What You Must Do

- 1) **You** must promptly give **us** notice in writing when an **occurrence** takes place.
The notice must include:
 - (i) the date, time, place and circumstances of the **occurrence**.
 - (ii) names and addresses of witnesses and potential claimants.
- 2) **You** must not admit that **you** are legally liable. **You** may not know all of the facts. This means that **you** must not pay or offer to pay for **bodily injury** or **property damage**. It could be taken as an admission that **you** were legally liable.
- 3) **You** must follow all conditions of the policy that deal with **your** claim.
- 4) **You** must give **us** any letters or papers **you** receive from the people or the representatives of the people making the claim. **You** must do this as soon as **you** get them.
- 5) **You** must co-operate fully with **us** while **we** handle **your** claim.
- 6) **You** must co-operate fully in the legal matters **we** are handling for **you**. **You** must not interfere in any legal action, negotiation or discussion.

If You Have A Claim What We Will Do

If a claim is made against **you** for which **you** are insured, **we** will defend **you** even if the claim is groundless, false or fraudulent. **We** reserve the right to select legal counsel, investigate, negotiate and settle any claim if **we** decide this is appropriate. **We** will only pay for legal counsel **we** select. **We** will try to settle the claim out of court if **we** feel that is the best thing to do.

Defense Settlement – Supplementary Payments

We will:

- a) pay up to \$100 a day for **your** actual loss of wages or salary when **we** ask **you** to do something for **us**. For example, if **we** ask **you** to appear in court.
- b) pay for other reasonable expenses and court costs charges against **you**, including expenses which **you** have incurred for emergency medical or surgical treatment to others following an **occurrence** insured by this policy.
- c) buy any appeal bonds.
- d) buy any bonds needed to release property held by the court because of the lawsuit. However, the total face value of these bonds cannot be more than **your** applicable **amount of protection**.
- e) pay the interest that a court charges on the part of the final judgment that **we** are paying.

How We Settle A Claim

We will not pay until **you** have fully complied with all the terms of this coverage, nor until the amount of **your** obligation to pay has been finally determined, either by a judgment against **you** or by an agreement that has **our** consent.

If **we** feel that **you** have done nothing wrong, **we** may refuse to pay a claim. This does not mean that **you** will not be covered. It means **we** feel that **you** are not legally liable. If after **we** deny a claim on **your** behalf, a court finds that **you** are legally liable, **you** will be covered.

General Conditions for Part 2

- 1) The **bodily injury** or **property damage** must take place during the policy term.
- 2) There are only two ways to cancel **your** Personal Liability coverage before the end of **your** policy term:
 - a) **you** must tell **us** that **you** wish to cancel and when **you** wish **your** coverage to end; or
 - b) **we** must tell **you** in writing that **we** wish to cancel. **We** do this by registered mail or in person. If **our** notice comes to **you** by registered mail, **your** coverage will end 15 days after **your** post office gets the letter. When **we** give **you** the notice in person, **your** coverage will end five days later.

We will refund the premium for the time between the cancellation date and the end of the policy term.

- 3) If **you** take legal action against **us**, **you** must do so within a year of the date on which **you** had cause to take such action.
- 4) If **you** have other liability insurance, **we** will only pay **our** share of the claim. **Our** share will be in the same proportion that the amount of **our** coverage bears to the total of all **your** Personal Liability coverages.

Part 3 – Legal Expense Insurance Coverage

DAS Legal Protection Inc. (**DAS**) acts as the insurance manager and has the authority to issue this insurance policy and administer claims on behalf of Temple Insurance Company (**Temple**). **DAS** and **Temple** are members of the Munich Re (Group).

DAS Legal Protection Inc.

390 Bay Street, 22nd Floor, Toronto, Ontario M5H 2Y2

Temple Insurance Company

390 Bay Street 22nd Floor, Toronto, Ontario M5H 2Y2

This policy contains clauses which may limit the amount payable.

This is a Named Perils policy and provides coverage only for the insured events listed within this policy.

Words and phrases in **bold** have special meaning as defined in Definitions section.

Telephone Legal Helpline

We will provide **you** access to a Legal Helpline through which **you** can receive confidential general legal assistance and information over the phone relating to any personal legal problem to help determine **your** legal rights and options under the provincial laws of the applicable province and the federal laws of Canada. The lawyer cannot provide case-specific research or review documents.

We will provide this service between the hours of 8 a.m. and midnight, local time, 7 days a week. In addition, **we** will facilitate access to a lawyer twenty-four hours a day, 7 days a week, in emergency situations. Calls to this service may be recorded.

To contact this service call 1-855-953-1430.

We will not accept responsibility if the helpline service is unavailable for reasons **we** cannot control.

Making a Claim

Please contact **us** as soon as practicable following an insured event, and in no event later than 120 days after the **date of occurrence** of the insured event.

Please note that the Insurer will not pay for any legal costs you incur before we have accepted your claim, even if we later accept the claim.

You may report a claim to **us** by mail at **our** Head Office address: 390 Bay Street, 22nd Floor, Toronto, Ontario M5H 2Y2, by email at claims@das.ca, or by calling your Legal Helpline phone number while **you** are insured under this policy.

We will then advise **you** on next steps.

In return for payment of the premium, and subject to the policy terms, definitions, conditions, exclusions and limitations set out in this policy and the Cover Page, the **Insurer** will provide insurance for **legal costs** incurred for insured events described in this policy, provided that:

1. the **date of occurrence** of the insured event happens within the period the **Insurer** has agreed to cover **you**; and
2. the insured event occurs within the **territorial limit** and any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **territorial limit**; and
3. the **legal costs** are incurred after the claim has been accepted by **us**; and
4. for civil cases and appeals relating to any insured event, **reasonable prospects** exist for the duration of the claim.

Except where stated otherwise, the **Insurer** will not pay **legal costs** incurred with respect to the enforcement of judgments or final orders, or settlement agreements, or minutes of settlement, which may arise in the pursuit or defence of **your** legal rights from an accepted claim under this policy.

Except where stated otherwise, the **Insurer** will pay **legal costs** incurred in making or defending an appeal, as long as:

- the matter being appealed was previously accepted as a claim under this policy,
- **you** tell **us** within the time limits allowed to file an appeal that they want to appeal (and within reasonable time to allow for the filing of all necessary documents for an appeal), and
- **we** agree there are **reasonable prospects** of success for the appeal.

The policy, together with the Cover Page and any endorsement, and incorporating the application and any information **you** have provided, forms the contract of insurance between **you** and the **Insurer**.

This is not a policy for reimbursement of legal costs you have already incurred.

Amount of Protection

The **Insurer** will pay up to the limit of indemnity shown in the Cover Page in respect of **legal costs** related to all claims resulting from one or more events arising at the same time or from the same originating cause.

Subject to the above, the **Insurer** will pay, in aggregate, **legal costs** of no more than five times the Amount of Protection shown on your Cover Page in respect of all claims that arise in that period of insurance that result from different originating causes.

Definitions applicable to Part 3

Appointed representative means the lawyer, accountant or other suitably qualified person appointed by **us** on behalf of **you** to act for **you**.

Date of occurrence means for civil cases, the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.

The insured event must occur within the period the **Insurer** has agreed to cover **you**.

Goods

Any object which is not attached to **real property**, except by its own weight, and can be removed without damage or alterations to the **real property** requiring repair.

Any object which is plugged in and can be removed without any damage or alteration to the **real property**.

Insured means the person(s) named on **your** Cover Page and the following unnamed persons(s) living in the same household:

- the spouse of the person(s) named on **your** Cover Page. Spouse also means either of two persons of the same or opposite sex who have been continuously living together in a conjugal relationship and have so lived together for a period of two years or, if they are the natural or adoptive parents of a child, for a period of one year.
- the relatives of any of the above.
- anyone in the care of the above.

Insured also means the following person(s):

- any unmarried student(s) attending school and residing away from **your dwelling** who is dependent on the named Insured or his or her spouse for support and maintenance.
- any spouse, mother, father, grandmother, grandfather, or child of the person(s) named on the Cover Page, while residing away from **your dwelling** in an approved nursing or care home.

Insurer

Temple Insurance Company

Legal costs means in respect of the insured events described in this policy:

1. all reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative** including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports incurred by the **appointed representative**;
2. the costs awarded by a court in Canada to opponents in civil cases if the **Insured** has been ordered to pay them, or pays them with **our** agreement; and
3. the **Insured's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of \$500 per person per day, and \$10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing.

Motor vehicle

Includes an automobile, a motorcycle, a motor assisted bicycle, and any other vehicle propelled or driven otherwise than by muscular power, up to 4,500kg gross weight.

Reasonable prospects means:

For civil cases **reasonable prospects** means that **we** agree that it is always more likely than not that an **Insured** will recover losses or damages (or obtain other legal remedy which **we** have agreed to) or make a successful defence.

For appeals relating to any insured event, **reasonable prospects** means that **we** agree that it is always more likely than not that the appeal will be successful.

Real Property

Real property is land, and anything growing on, affixed to, or built upon land. This also includes man-made buildings as well as crops. Real property is characterized as property that doesn't move, or that is attached to the land.

Territorial limit means Canada.

We, us, or our means DAS Legal Protection Inc. who has been authorized by the **Insurer** to act as the insurance manager for this policy.

You or your refers to **Insured** – see definitions.

Insured Events

1. Contract Disputes

The **Insurer** will pay **your legal costs** to pursue or defend **your** legal rights in a dispute relating to an agreement or an alleged agreement which **you** have entered into for:

- (a) buying or selling **goods**.
- (b) obtaining services.

Provided that the amount in dispute exceeds \$500.

Excluding any claim relating to:

- (a) a contract regarding **your** trade, profession, occupation, employment or any **business** venture.
- (b) a contract regarding **you** purchasing or selling **real property**.
- (c) a contract for legal services.
- (d) construction work, or designing or structurally renovating any building where the amount in dispute exceeds the statutory limits of the small claims court jurisdiction where the dispute is located.
- (e) the settlement payable under an insurance policy (the **Insurer** will cover a dispute arising from **your Insurer** refusing their

claim, but not a dispute over the amount of the claim).

- (f) a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product (other than described under (e) above).
- (g) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, the **Insurer** will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement.
- (h) a contract involving a **motor vehicle**.

2. Property Protection

The **Insurer** will pay **your legal costs** to pursue **your** legal rights in a civil action relating to physical property (including **your dwelling(s)** and outbuilding(s) located on **your premises**, as well as any **dwelling(s)** or outbuilding(s) located on the **premises** of any seasonal, rental or secondary residence shown on **your** Cover Page) which **you** own following:

- (a) an event which causes physical damage to such property, provided that the amount in dispute exceeds \$500.
- (b) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it).
- (c) a trespass.

Excluding any claim relating to:

- (a) a contract entered into by **you**.
- (b) disputes related to easements or other agreed rights over land.
- (c) relating to any building or land other than **your dwelling(s)** or outbuilding(s) located on **premises** insured under this policy and shown on **your** Cover Page.
- (d) someone legally taking **your real property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your real property** by any governmental, quasi-governmental or public or local authority.
- (e) work done by, or on behalf of, any governmental, quasi-governmental or public or local authority, unless the claim is for accidental physical damage.
- (f) the first \$500 of any claim for legal nuisance or trespass. This is payable if the dispute cannot be resolved by the **Insurer** and requires an **appointed representative**. This amount is payable to the **appointed representative** as soon as they are retained.
- (g) a **motor vehicle**.
- (h) mining, subsidence, heave or landslide.
- (i) defending **your** legal rights, other than in defending a counter-claim

General Exclusions applicable to Part 3

This insurance does not apply to:

1. **Wilful acts** means any claim resulting from an act which **you** willfully committed, and the results of which are consciously intended, by **you** or any **Insured** by this policy.
2. **Late reported claims** means a claim reported to **us** more than 120 days after the **date of occurrence**.
3. **Legal Costs not agreed with us** means **legal costs** incurred before **our** written agreement that the **Insurer** will pay them.
4. **Legal action not agreed with us** means legal action **you** take which **we** or the **appointed representative** have not agreed to or where **you** do anything that hinders **us** or the **appointed representative**.
5. **Contingency fee agreements** means any **legal costs** arising as a consequence of a contingency fee agreement.
6. **Disputes with any governmental or public body** means any **legal costs** relating to a review or dispute regarding the lawfulness of any

decision or action of any federal or provincial governmental or quasi-governmental body, or any other local or public authority, except as it relates to claims accepted under Insured Events: **Contract Disputes**.

7. **Class action proceedings** means any claim where **you** are a party to a legal action brought under applicable class proceedings legislation, or where **you** have opted out of being a party to a legal action brought under applicable class proceedings legislation.
8. **Costs awarded outside of Canada** means any **legal costs** awarded in any jurisdiction outside of Canada.
9. **Damages, fines and penalties** means damages, fines, penalties, compensation or restitution orders which **you** are ordered to pay by a court or other authority and any costs awarded in criminal or statutory proceedings.
10. **Disputes with DAS** means any dispute with **us** not otherwise dealt with under **General condition 10. Disputes over reasonable prospects for a claim**.
11. Disputes with SGI or the **Insurer** means any dispute with Saskatchewan Government Insurance or Temple Insurance Company.
12. **Fraudulent claims** means any claim which is fraudulent, exaggerated or dishonest.
13. **Claims under this policy by a third party** means apart from **us**, only **you** may enforce all or any part of this policy and the rights and interests arising from or connected with it.
14. **Nuclear, war, terrorism and pollution or contamination risks** means any claim caused by, contributed to, or arising from any of the following:
 - a) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power.
 - b) an event which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers.
 - c) **terrorism** or a decision of a government agency or other entity to prevent, respond to or terminate **terrorism**.
 - d) pollution or contamination.
15. **Defamation** means a claim relating to written or oral remarks which damage **your** reputation.
16. **Disputes relating to the validity of legislation** means any constitutional or other challenge to the validity of Federal, Provincial, or Municipal Legislation.

General Conditions for Part 3

1. Observance of policy terms

You must:

- a) comply with the terms and conditions of this policy.
- b) notify **us** immediately of any change in circumstance which may materially affect **our** assessment of the risk.
- c) take reasonable steps to avoid and prevent claims.
- d) take reasonable steps to avoid incurring unnecessary costs.
- e) send everything **we** reasonably ask for in writing.
- f) report to **us** full and factual details of any claim as soon as practicable and give **us** any information **we** reasonably need.

2. Notice of insured event

You shall notify **us** of any insured event which may give rise to coverage, as soon as the **Insured** becomes aware of it. Any **Insured** may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to coverage shall be forfeited by

the **Insured** where such non-compliance has caused prejudice to **us**.

3. Conduct and control of claim

- (a) If it is necessary to take legal proceedings, including a **tax appeal**, an **appointed representative** will be appointed by **us** (subject to (b) below) on **your** behalf in accordance with **our** standard terms of appointment and will be retained by **you**.
- (b) **You** may select **your appointed representative** from a panel of lawyers or other suitably qualified persons approved by **us**.
- (c) **You** must cooperate reasonably with **us** and with the **appointed representative** and must keep **us** up-to-date regarding the progress of the claim.
- (d) **You** must cooperate with the **appointed representative** and must follow the recommendations of the **appointed representative**, which have been agreed to by **us**.
- (e) **You** must give the **appointed representative** any instructions that **we** reasonably require.

4. Consent to access information

You will provide written consent, at the commencement of the retainer of the **appointed representative**, permitting the **appointed representative**, at **our** request, to give **us**, or **our** reinsurers, actuaries or auditors, or any regulatory authority or its agents, to the extent required by law, access to all correspondence, documents and records in the **appointed representative's** possession or control which are relevant to the matter. This consent will include permission to deliver up all such documents or copies of all such documents at **our** request.

5. Offers to settle a claim

- (a) **You** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to a settlement without **our** written consent.
- (b) If **you** do not accept an offer **we**, based on the advice of the **appointed representative**, consider reasonable to settle a claim, the **Insurer** may refuse to pay further **legal costs**.
- (c) The **Insurer** reserves the right to pay **you** the reasonable amount of damages that **you** are claiming, or that is being claimed against **you**, or negotiate a reasonable settlement of any claim, instead of starting or continuing legal proceedings. In these circumstances **you** must allow **us** to take over and conduct in **your** name the pursuit or settlement of any claim. **You** will also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other party and must give **us** all information and assistance required.

6. Withdrawal of coverage

If **you** settle or negotiate a claim without **our** consent, or withdraw a claim without **our** consent, or do not give to the **appointed representative** any instructions that **we** require, the **Insurer** can withdraw coverage and will be entitled to reclaim from **you** any **legal costs** the **Insurer** has paid.

7. Sanction Limitation

The **Insurer** shall not be deemed to provide coverage and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under trade or economic sanctions, laws, or regulations of Canada, the United Nations, or the European Union.

8. Assessment and recovery of costs

- a) **You** must instruct the **appointed representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.
- b) **You** must take every reasonable step to recover **legal costs** the **Insurer** has to pay and must pay **us** any amounts that are recovered.

- c) Where a settlement is made on a without costs basis the **appointed representative** will determine what proportion of that settlement will be deemed **legal costs** and payable to or by the **Insurer**.

9. Cancellation of a representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the coverage **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

10. Disputes over reasonable prospects for a claim

If there is a dispute between **you** and **us** over **reasonable prospects**, **you** may obtain, at **your** expense, an opinion, from a lawyer mutually agreed to by **you** and **us**, on the merits of a claim or proceedings. If the lawyer's opinion indicates that **reasonable prospects** exist, the **Insurer** will reimburse the reasonable cost of obtaining the opinion.

11. Complaint handling

If **you** are not satisfied with any aspect of **our** service, please write to us at DAS Legal Protection Inc, 390 Bay Street, 22nd Floor, Toronto, Ontario M5H 2Y2. Alternatively **you** can telephone **us** at **1-888-582-5586** or email **us** at **customerrelations@das.ca**.

If **you** are still not happy, **you** can contact the General Insurance OmbudService (GIO). The GIO is an independent organization which exists to help resolve problems between individuals and their insurance providers. The GIO's services are available free of charge to the customer and the GIO can be contacted by telephone (toll-free number 1-877-225-0446), or through their website at www.giocanada.org. The GIO should be contacted only after **you** have first tried to resolve the issue directly with **us**.

12. Other insurance

The **Insurer** will not pay any claim for Legal Expense Insurance covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

13. Applicable law

This policy will be governed, interpreted and enforced in accordance with the laws of the province of where this policy was issued and the federal laws of Canada.

14. Action against us or the Insurer

Any action or proceeding against **us** or the **Insurer** for the recovery of any claim under this policy is absolutely barred unless commenced within two years of the date of the cause of action against **us** arising. Any such action or proceeding shall be held in the province where this policy was issued and in accordance with its laws and the federal laws of Canada.

15. Communication with us

You can communicate with **us** by telephone, mail or email. New claims may also be reported to **us** by mail or telephone, or via **our** website.

16. Your information

Your customer name, policy number, postal code, and the type of insurance coverage **you** have purchased has been shared with DAS and Temple to provide **you** this Legal Expense Insurance. This information is retained by DAS and Temple in both Canada and the United Kingdom. Any additional information collected by DAS and Temple at the time **you** make a claim, may also be stored in Canada and the United Kingdom.

If **you** have any questions about DAS, Temple or SGI CANADA's privacy practices **you** may contact SGI CANADA's Chief Privacy officer at 2260-11th Avenue Regina, Saskatchewan S4P 0J9 or by telephone at 1-800-667-8015.

Legal Expense Insurance underwritten on behalf of SGI by

Temple Insurance Company

390 Bay Street, 22nd Floor, Toronto, Ontario, M5H 2Y2

Claims administered on behalf of SGI by

DAS Legal Protection Inc.

390 Bay Street, 22nd Floor, Toronto, Ontario, M5H 2Y2

www.das.ca

Telephone: 416-342-5400 or 1-888-582-5586

Customer Legal Advice and Claims: 1-855-953-1430

Part 4 – Statutory Conditions

In respect of Part 2 – Personal Liability, only Statutory Conditions 1, 3, 4 & 5 apply. Otherwise all of the Statutory Conditions apply with respect to all perils insured by this policy. In the following **you** the name shown on the Cover Page, are called the **Insured**. **We** are called the **Insurer**.

1. Misrepresentation

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

2. Property of others

The Insurer is not liable for loss or damage to property owned by a person other than the **Insured** unless

- (a) otherwise specifically stated in the contract, or
- (b) the interest of the **Insured** in that property is stated in the contract.

3. Change of interest

The Insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

4. Material change in risk

- (1) The **Insured** must promptly give notice in writing to the Insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the **Insured**.
- (2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5, or
 - (b) notify the **Insured** in writing that, if the **Insured** desires the contract to continue in force, the **Insured** must, within 15 days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- (4) If the **Insured** fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

5. Termination of insurance

- (1) The contract may be terminated
 - (a) by the Insurer giving to the **Insured** 15 days notice of termination by registered mail or 5 days written notice of termination personally delivered, or
 - (b) by the **Insured** at any time on request.
- (2) If the contract is terminated by the Insurer,
 - (a) the Insurer must refund the excess of premium actually paid by the **Insured** over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

- (3) If the contract is terminated by the **Insured**, the Insurer must refund as soon as practicable the excess of premium actually paid by the **Insured** over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the **Insured's** postal address.

6. Requirements after loss

- (1) On the happening of any loss of or damage to insured property, the **Insured** must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
 - (a) immediately give notice in writing to the Insurer,
 - (b) deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
 - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the 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) stating the amount of other insurances and the names of other Insurers,
 - (v) stating the interest of the **Insured** and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
 - (vii) stating the place where the insured property was at the time of loss,
 - (c) if required by the Insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
 - (d) if required by the Insurer and if practicable,
 - (i) produce books of account and inventory lists,
 - (ii) furnish invoices and other vouchers verified by statutory declaration, and
 - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

7. Fraud

Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

8. Who may give notice and proof

Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made

- (a) by the agent of the **Insured**, if
 - (i) the **Insured** is absent or unable to give the notice or make the proof, and
 - (ii) the absence or inability is satisfactorily accounted for, or

- (b) by a person to whom any part of the insurance money is payable, if the **Insured** refuses to do so or in the circumstances described in clause (a) of this condition.

9. Salvage

- (1) In the event of loss or damage to insured property, the **Insured** must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property
- (2) The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the **Insured** under subparagraph (1) of this condition.

10. Entry, control, abandonment

After loss or damage to insured property, the Insurer has

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the **Insured** has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
 - (i) without the **Insured's** consent, the Insurer is not entitled to the control or possession of the insured property, and
 - (ii) without the Insurer's consent, there can be no abandonment to it of the insured property.

11. In case of disagreement

- (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the **Insured's** right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
 - (a) a specific demand is made for it in writing, and
 - (b) the proof of loss has been delivered to the Insurer.

12. When loss payable

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.

13. Repair or replacement

- (1) Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the Insurer gives notice under subparagraph (1) of this condition, the Insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

14. Notice

- (1) 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.
- (2) Written notice to the **Insured** may be personally delivered at, or sent by registered mail addressed to, the **Insured's** last known address as provided to the Insurer by the **Insured**.

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At SGI CANADA **we** value **our** customers and take **your** privacy seriously. During the course of **business** with **you**, **our** brokers or **we** may ask for personal information so **we** can serve **you** better. **You** can rest assured that **we'll** protect and respect **your** personal information and privacy – from the time **we** first collect the information until it is disposed of. After all, SGI CANADA's business is built on **your** trust.

Our commitment to **you** is to collect only the information **we** need to conduct **your business** and to adhere to industry best practices in handling and protecting **your** personal information.

Protecting **your** privacy is important to **us** at SGI CANADA.

If you want to:

- access **your** personal information or have **your** information corrected.
- change **your** consent with respect to how **we** collect, use or disclose **your** personal information.
- file a complaint about **our** privacy policies or the manner in which **we've** handled **your** personal information.
- inquire about any other privacy questions or concerns.

Please contact:

SGI CANADA Chief Privacy Officer
2260 – 11th Ave.
Regina, Saskatchewan, S4P 0J9
Phone: 1-800-667-8015
E-mail: privacyofficer@sgi.sk.ca

If **you're** not satisfied with the outcome of an inquiry or complaint handled by SGI CANADA's Chief Privacy Officer, **you** may address **your** concerns to:

Office of the Information and Privacy Commissioner of British Columbia
4th Floor, 947 Fort Street
Victoria, British Columbia
V8V 3K3
Phone: 250-387-5629 (Victoria)
Toll Free: 1-800-663-7867 (in B.C.)
Fax: 250-387-1696
Email: info@oipc.bc.ca

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