

C O A C H M A N

# Tenant/condominium unit owners insurance



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# Insurance for Tenant and Condominium Unit Owners

Your Tenant or Condominium Unit Owners insurance policy is made up of a Declaration Page and this booklet. This booklet explains the coverages. Your Declaration Page shows the coverages you have chosen. Your Declaration Page shows 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.

All Tenant or Condominium Unit Owners policies cover personal property and personal liability. There are additional coverages provided as well. These are explained in this booklet. Other property may be insured if you choose. These are the forms of coverage available: **Tenant Comprehensive Coverage, Tenant Broad Coverage, Condominium Unit Owners Comprehensive Coverage, Condominium Unit Owners Broad Coverage, and Condominium Unit Owners Comprehensive Classic Coverage.**

Your Declaration Page shows which coverage you have.

This policy booklet is in three parts:

**Part 1 – Personal Property** – 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.

**Statutory Conditions** – these are conditions we must tell you about by law.

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All Claims will be settled directly with the person(s) named on your Declaration Page. Only the person(s) named on your Declaration 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) as stated above 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.

The key to your policy is its Declaration 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**. The Declaration 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

**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 the Declaration 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.

**Data** means information, including programs, recorded on electronic media usable in data processing operations.

**Data Problem** means:

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

**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.

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

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

**Insured Peril** means a cause of loss or damage insured under the type of coverage shown on your Declaration 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.

**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.

**Premises for Condominium Unit Owners** means the dwelling unit at the location shown on the Declaration Page including garages, parking stalls, detached private structures, 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 the Declaration Page including garages, parking stalls, detached private structures, storage rooms or lockers, and private approaches reserved for your exclusive use.

**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.

**Spores** 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.

**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 residence 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 condominium unit 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.
- for a Condominium Unit the premises will not be deemed to be vacant or subject to vacancy restrictions up to the first 90 consecutive days following the death of the Insured or until the expiry date of the policy, whichever comes first.

**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 Coachman Insurance Company.

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

## Coverage Forms

### Tenant Comprehensive Coverage

If your Declaration Page shows this coverage at the legal location stated, you are insured for Comprehensive Perils on your personal property subject to the limitations and exclusions defined under the described coverage.

### Tenant Broad Coverage

If your Declaration Page shows this coverage at the legal location stated, you are insured for Named Perils on your personal property subject to the limitations and exclusions defined under the described coverage.

### Condominium Unit Owners Comprehensive Coverage

If your Declaration Page shows this coverage at the legal location stated, you are insured for Comprehensive Perils on your personal property subject to the limitations and exclusions defined under the described coverage.

### Condominium Unit Owners Broad Coverage

If your Declaration Page shows this coverage at the legal location stated, you are insured for Named Perils on your personal property subject to the limitations and exclusions defined under the described coverage.

### Condominium Unit Owners Comprehensive Classic Coverage

If your Declaration Page shows this coverage at the legal location stated, you are insured for Comprehensive Perils on your personal property subject to the limitations and exclusions defined under the described coverage. This coverage also provides additional extensions and higher limits of coverage automatically. Refer to the description under "Increased Limits Coverage".

## Coverage

The coverage provided by this policy is as follows. Your choice of coverage will be shown on your Declaration Page. Refer to the specific coverage details for a complete description of the coverage, exclusions, limitations and conditions applicable.

Coverage C – Personal Property

Coverage D – Additional Living Expenses and Lost Rental Income

Coverage E – Personal Liability

Coverage F – Voluntary Medical Payments

Coverage G – Voluntary Property Damage Payments

# Part 1 – Your Personal Property

## Personal Property – Coverage C

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

- personal property that is away from your premises temporarily, other than personal property in storage. Personal property in storage shall mean personal property not in current use and kept at a location away from your premises.
- personal property in storage in an occupied private dwelling.
- personal property stored in a commercial storage facility designed for that purpose.
- personal property 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 personal property into storage and this is shown on your Declaration Page. This will involve an extra premium charge.
- furs, boats, their equipment and accessories, outboard motors, and jet propulsion personal watercraft, including boat trailers during seasonal storage away from your premises.
- golf carts kept year round at a golf course.
- personal property 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:
  - at your premises shown on your Declaration Page;
  - while in transit;
  - at your new premises.

There are some limits on the types of personal property we will cover and the amounts blanket coverage will pay. They are shown in “**Property with Specific Amounts of Protection**” and “**Property and Causes of Loss We Do Not Cover.**”

**Any personal property we cover as Special Belongings or which are specifically insured elsewhere are not covered here.**

## Additional Living Expenses and Lost Rental Income – Coverage D

We will pay up to the amount of protection shown on your Declaration Page to pay for an increase in your living expenses and loss of rental income. The costs must be due to a peril for which your personal property is insured. The length of time we will continue to make payments is not restricted by the expiry of your policy.

We will pay for two types of costs:

1. **Additional Living Expenses.** If a loss makes your premises unlivable, we will pay for your moving costs. We will pay for a 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.  
  
We will continue to pay only until your premises are repaired or replaced, or you permanently relocate. We will allow a reasonable time for either of those to be done.
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. 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 your premises. We will deduct any saving in expenses, such as electric and water bills, which stop because of the loss.

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.

We will also pay when a public authority denies you access to your premises. We will pay these costs for up to two weeks. The denial can be due to actual or threatened damage to your premises, but it must be due to a peril for which you are insured. If you have Comprehensive Perils coverage, it must be due to a **Listed Peril**.

## Perils Insured – Named Perils

You are covered for direct physical loss or damage caused by the following 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 such things as a furnace, stove or fireplace.
- 4) **Falling Objects** that hit the outside of the 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;
  - caused by any tenant, tenant's guests, tenant's employees, or members of their households.
- 8) **Water Escape and Rupture.** If you are away from your premises for more than four days in a row 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** 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 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 to your premises or personal property while your premises are under construction, or after your premises have been vacant for more than 30 consecutive days.

**Water Escape.** Means accidental discharge or overflow of water or steam from your plumbing, heating, fire sprinkler or air conditioning systems, household appliances, aquariums, a swimming pool or hot tub or their equipment, or a public watermain. We do not cover loss or damage caused:

- by seepage or continuous or repeated leakage.
- by backup, discharge or escape, or overflow of water or sewage from a sewer, sump, septic tank or eavestrough or downspout connected to your sewer.
- by water from the accumulation, build-up or damming of ice and snow in any system, eavestrough or downspout which enters the dwelling through a roof or walls.

**Rupture.** Means damage to plumbing, heating, fire sprinkler or air conditioning systems within your premises 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. We do not cover damage caused by rust, corrosion, or deterioration.

- 9) **Windstorm or Hail.** The interior of a building and the personal property 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.
- 11) **Theft, including damage caused by Attempted Theft.** We do not cover the following:
- property in any motor vehicle or trailer off your premises, unless the loss follows illegal entry into the vehicle or trailer while it was locked. There must be signs of forced entry into the vehicle or trailer.
  - 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 the tenant, tenant's guests, tenant's employees, or members of their household.
  - loss or damage caused by you or anyone living in your household.
- 12) **Transportation.** We cover loss or damage to personal property and building fixtures and fittings while they are being transported if caused by an accident to the transporting vehicle.
- 13) **Escape of Fuel Oil.** Means loss or damage to insured property caused by the sudden and accidental bursting or overflowing of your domestic fixed fuel 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 – Comprehensive Perils**

We cover personal property for direct physical loss or damage caused by Comprehensive Perils, subject to the terms, exclusions, conditions and limitations shown in this booklet.

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.

We do not cover loss or damage:

- a) caused by flood, surface water, waves, tidal waves, overflow of streams or other bodies of water, spray, ice, waterborne ice, shoreline ice build-up, or waterborne objects whether any of the former are driven by wind or not. We will, however, cover loss or damage if it is due to a sudden and unexpected escape of water from a swimming pool or attached equipment, fire fighting activities, or a public watermain.
- b) 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 the loss or damage if it was due to a sudden and unexpected escape of water from a swimming pool or attached equipment, fire fighting activities, or a public watermain.
- c) due to theft or attempted theft, vandalism or malicious acts caused by:
  - i) any tenant, tenant's guests or tenant's employees or members of their household.
  - ii) you or anyone living in your household.

- d) due to theft, attempted theft, vandalism or malicious acts while your premises are vacant or under construction, even if we have given permission for vacancy or construction.
- e) 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 while your premises are under construction or after your premises have been vacant for more than 30 consecutive days.
- f) caused by sudden and accidental bursting, tearing apart, cracking, burning, or bulging due to the pressure of or the lack of water or steam of a plumbing, heating, fire sprinkler, or air conditioning system, or an appliance for heating water occurring while your premises are under construction, or after your premises have been vacant for more than 30 consecutive days.
- g) 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 have been away from your premises for four days in a row. 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** 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. We will not cover loss or damage while your premises are under construction, or after your premises have been vacant for more than 30 consecutive days.
- 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 to a public watermain.
- j) caused by dampness of atmosphere, extremes of temperature, condensation, wet or dry rot, inherent vice, acid rain or contamination, unknown flaw and defect or mechanical breakdown.
- k) caused by vermin including skunks, rodents, moths, insects, raccoons, or domesticated animals including birds.
- l) caused by wear and tear, rust, corrosion, or deterioration.
- m) caused by smoke from agricultural or industrial operations.
- n) to sporting equipment due to the use of it.
- o) to contact lenses unless the loss or damage is caused by a **Listed Peril**, theft, or attempted theft.
- p) caused by cracking of ceilings or walls.
- q) 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.
- r) caused by accidental discharge or seepage or continuous or repeated leakage of sewage or water from a sewer, sump, septic tank or eavestrough or downspout connected to a sewer. We do not cover loss or damage caused by backup, discharge or escape or overflow of water or sewage from public sewers or drains outside your premises.
- s) caused by or 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 over flowing of your domestic fixed fuel oil tank, apparatus or pipes.

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 this policy or contribute with an excluded peril or cause of loss to produce a loss:

- weather conditions; or
- acts or decisions of any person, civic authorities, or government authorities; or
- 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 or hail, electricity, transportation and escape of fuel oil; all as defined under **Perils Insured – Named Perils**.

**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 they are **part** of the amount of protection shown on your Declaration Page.

### **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 insurable personal property you acquire after the effective date of this policy is automatically covered subject to the terms of this policy. This includes items you purchase while away on vacation.

### **Collapse**

We cover direct physical loss or damage to insured property caused by the collapse of a building or part of a building on the insured premises 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.

Loss or damaged caused by Collapse while your premises are under construction or vacant is not covered 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. There is no 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 policy term ends.

We will pay up to \$1,000 for any one loss and \$2,500 total for all losses in any one policy term, even if the losses involve more than one card, cheque forgery, law suit, or piece of counterfeit money, or involve multiple purchases, transactions, or occurrences.

We will pay up to the limits provided in the following situations:

- 1) If someone else misuses your lost or stolen credit or debit card(s), or makes unauthorized cash withdrawals or transactions that result in a loss through an automated teller machine or other similar device. The misuse is covered for up to seven days after you discover the card(s) missing or stolen. You must immediately contact the company that issued the card(s) and comply with all the terms of your contract with them.

However, we will not pay for any loss if you allow others to find out your personal identification number (P.I.N.), or if you do not keep your P.I.N. and card completely separate to prevent losing both at the same time. Keeping these in different compartments of the same object, such as your wallet, handbag, dresser, or vehicle shall not be considered as being kept separate.

- 2) If someone else alters or forges your cheque, draft, or promissory note. We will also pay if you write a cheque to a person who does not exist or who pretends that they are someone else, but you must be deliberately tricked into doing it.
- 3) 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.
- 4) If you accept counterfeit Canadian or U.S. money thinking that it is real.

### **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.

### **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 that leads to a conviction for 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.

### **Inflation Protection Factor**

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

- 2 months after inception date - 25% of the IPF
- 5 months after inception date - 50% of the IPF
- 8 months after inception date - 75% of the IPF
- 11 months after inception date - 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.

### **Mass Evacuation**

You may use up to 20% of the amount of protection shown on your Declaration Page for your personal property, for Mass Evacuation.

We will pay for increased living expenses when a public authority denies you access to your premises because of a mass evacuation order due to a sudden or unexpected event. We will pay these costs for up to two weeks. The amount we pay adds to your total amount of protection.

We will not pay costs due to:

- a) flood meaning waves, tides, tidal waves and the rising of, the breaking out, or the overflow of, any body of water, whether natural or man-made;
- b) earthquake;
- c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military power, or terrorism;
- d) any nuclear incident as defined in the *Nuclear Liability Act*, nuclear explosion or contamination by radioactive material.

### **Outdoor Trees, Shrubs, Plants and Lawns**

You may use up to 5% of the amount of protection on your personal property to pay for loss or damage to outdoor trees, shrubs, plants, and lawns. The loss or damage must be due to one of these perils: fire, lightning, explosion or implosion, riot, impact by aircraft, spacecraft, or land vehicle, vandalism or malicious acts.

We will pay up to \$1,000 for your lawn, single tree, plant or shrub if they are located within 65 meters (200 ft) of your premises. We do not insure any items grown for commercial purposes or sale.

### **Personal Property of Guests and Household Employees**

You may use up to 10% of your personal property to cover the personal property of your household employees or non-paying guests. This personal property must be at your premises or in the care of household employees carrying out duties of their employment away from your premises. The loss must be due to a peril for which your own personal property is covered. Your guests or household employees must not have any coverage on their personal property. All claims will be settled directly with you.

### **Property Protection Coverage**

We will pay for property that is damaged or used trying to protect your premises or personal property from a loss. For example, we will pay to recharge a neighbor'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, we will pay for the loss or damage to your personal property that is caused by the resulting change in temperature. The personal property must be inside a building. Under Tenant or Condominium Unit Owners Broad forms, the loss or damage to personal property will be covered where the failure of the system is caused by an insured peril for which you are covered.

### **Theft Damage to Premises**

You may apply up to \$1,000 of your personal property amount of protection to pay for damage to your premises caused by theft or attempted theft. Your policy must cover theft for this feature to apply.

## **Additional Coverage For Condominium Unit Owners**

Your Condominium Unit Owners Policy includes the additional coverages shown below.

### **Automatic Residence Coverage**

When you purchase a new condominium unit in Ontario to replace your condominium unit shown on the Declaration 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 the Declaration Page for each unit.

### **Contingent Coverage**

We will pay up to the amount of protection shown on your Declaration Page to cover your interest in your unit, excluding any improvements or betterments to it. We will pay if the Condominium Corporation has no insurance, its insurance is inadequate, or it is not effective. The loss or damage must be caused by a peril insured by this policy. 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 repair or replacement is not completed within a reasonable length of time.

### **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.

### **Unit Improvements and Betterments**

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

We cover direct physical loss or damage to the following:

- improvements and betterments to your premises made by you or acquired by you under any sales agreement;
- your materials located at your premises intended to be used in alteration, renovation or repair to your condominium unit;
- permanently installed carpeting and flooring in your unit that is part of the condominium 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 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.

### **Unit Owner's Glass Coverage - Condominiums**

We will pay for accidental breakage of glass or safety glazing material that is part of your condominium unit including storm windows or doors. However, we will only cover you if you are held responsible for the damage by the Condominium Corporation bylaws or it is part of your improvement and betterments.

You must pay the deductible shown on the Declaration Page.

## Lock Replacement Coverage

We will pay up to \$1,000 for the cost of changing the key combination in your lockset or, if necessary, replacing the lockset(s) on your unit or detached private structures if their keys are stolen. The policy deductible does not apply to this coverage. Your policy must cover theft for this coverage to apply.

## Loss Assessment for Loss to Condominium Property

We will pay for your share of any special assessment made against you by the Condominium Corporation up to the amount of protection shown on your Declaration Page.

We will pay your share provided that:

- the assessment is valid under the Condominium Corporation's governing rules and by-laws; 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 \$25,000 for that part of an assessment made against you for the deductible of the Condominium Corporation's insurance policy. The policy deductible will apply.

## 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. Such rupture damage must be covered by this policy in order to have this coverage.

We will not pay the cost for tearing out and replacing or repairing property when required to repair damage related to swimming pools, hot tubs or similar installations, public watermains, or sewers. The amount we pay is part of the amount of protection shown on the Declaration Page for personal property. This coverage is not subject to a deductible.

## Increased Limits Coverage for Condominium Unit Owners

This coverage is automatically included with the Comprehensive Classic. It is also available for the Broad and Comprehensive Coverages at an additional premium. Your Declaration Page will show if you have this coverage.

When shown, "**Property with Specific Amounts of Protection**" is amended to read as follows:

For certain types of property the amount we will pay is explained below. The deductible on your Declaration Page applies. If your Declaration Page shows that you have **Special Belongings**, these limits do not apply to those scheduled items.

**"Property with Specific Amounts of Protection" will be further increased on the following items only:**

- (1) **For losses due to any insured peril** we will pay up to these amounts:
  - a) \$7,500 in all for books, tools, and instruments pertaining to a business, profession, trade, or occupation. We will pay up to \$10,000 in all for computer hardware used in a business, profession, trade or occupation. They are covered only at your premises. We do not cover other business property such as samples, supplies or goods held for sale.
  - b) \$10,000 in all for securities.
  - c) \$500 for bullion and \$500 for money. Money also includes gift cards, cash cards and gift certificates.

- d) \$5,000 in all for boats, their equipment and accessories, outboard motors, jet propulsion personal watercraft and boat trailers. Coverage applies anywhere in Canada or the continental USA for fire or lightning. 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 occurred within 30 days of injury caused by fire, lightning, explosion or smoke.
  - f) \$15,000 in all for personal property of each unmarried student, as defined under "Insured", while attending school and residing away from your premises.
  - g) \$10,000 in all for any one lawnmower, garden tractor, or snowblower and their attachments and accessories.
  - h) \$15,000 in all for personal property of an unnamed person, as defined under "Insured" while residing away from your premises in an approved nursing or care home.
  - i) \$10,000 in all for cemetery property anywhere in Canada.
- (2) **For losses due to Peril 11 – Theft and – Comprehensive Perils** (excluding the Listed Perils) we will pay up to these amounts:
- a) \$10,000 in all for jewellery, watches and gems.
  - b) \$10,000 in all for furs, fur garments, and garments trimmed with fur.
  - c) \$5,000 in all for manuscripts, stamps, and philatelic property (such as stamp collections).
  - d) \$1,000 in all for numismatic property (such as coin collections).
  - e) There is no limit for silverware, silver-plated ware, goldware, gold-plated ware, and pewterware.
  - f) \$1,500 for each bicycle, tricycle, unicycle or electric assisted bicycle (up to 500 watts and not exceeding 32 km/h), including accessories and attached equipment.
  - g) \$1,000 in all for audio cassettes, compact discs, and digital video discs away from your premises.

Limits for Credit, Debit, or Electronic Funds Transfer Cards, Cheques, and Counterfeit Money Coverage of the "Added Features of Your Part 1 Coverage" shall be increased to \$2,000 for any one loss and \$5,000 total for all losses. Refer to the coverage description for the applicable terms, conditions and exclusions.

**Note:** The Increased Limits Coverage also increases the limit of coverage under Part 2 for Voluntary Medical Payments and Voluntary Property Damage Payments. Please refer to the Personal Liability Section for this coverage.

## **Additional Coverage For Tenants**

Your Tenant Policy includes the additional coverage shown below:

### **Premises Improvements and Betterments**

We will pay up to the amount of protection shown on your Declaration 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 located at your premises intended to be used in alteration, renovation, or repair 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.

## Optional Coverages

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

### Fire Department Charges

If this coverage is shown on your Declaration Page, we will pay up to the amount of protection shown for fire department charges. The charges must be due to a fire department being called because of a fire in, on or exposing insured property covered by this policy, or property of others adjacent to your premises. You must be legally responsible for such charges. This coverage will apply to all property and locations shown on the Declaration Page. There is no deductible for this coverage.

### Identity Theft Coverage

We will pay for identity theft expenses up to the Amount of Protection shown on your Declaration 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.

“Identity theft” means the act of knowingly acquiring, transferring or using key pieces of a persons 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.

We will pay:

- a) the costs for obtaining up to two (2) 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, drivers license 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 Declaration 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 defence for any claims(s) or any suit(s) made against you by any business or their collection agencies;
  - (ii) the removal of any criminal or civil judgements 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.

### Sewer Backup Coverage

If this coverage is shown on your Declaration Page we will pay for loss or damage caused by backup, accidental discharge or escape or overflow of water or sewage from a sewer, sump, septic tank or eavestrough or downspout connected to your sewer.

We do not cover loss or damage caused by:

- a) backup, 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 backup to your premises or personal property while your premises are vacant or under construction, even if we have given permission for vacancy or construction.

### **Renter's Glass Coverage – Tenants**

You have this coverage only if it is shown on your Declaration Page. We cover accidental breakage of glass or safety glazing material which is part of your rented premises including storm windows or doors. However, we will only cover the loss or damage if you are held responsible by your lease or rental agreement; or it is part of your improvements and betterments.

You must pay the deductible shown on the Declaration Page.

### **Earthquake Coverage**

If this coverage is shown on your Declaration Page, we will pay for direct physical loss or damage to your insured property at your premises caused by the peril of Earthquake, subject to the following conditions:

1. "Earthquake" includes snowslide, landslide or other earth movements occurring at the same time as, and directly resulting from an earthquake shock.

Each loss caused by earthquake shall constitute a single claim hereunder, providing that all earthquake shocks occur within any consecutive 168 hours during the policy term.

2. 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 personal property contained within a building or to the interior of the building, unless the earthquake first creates an opening in the building.
  - by earthquake shocks occurring before this coverage becomes effective nor for loss or damage occurring after the expiration of this policy.
3. Deductible:

The deductible applicable for loss or damage caused by earthquake will be 2% of the total amount of protection applicable to the damaged or destroyed property, or the policy deductible, whichever is greater.

### **Settling a Claim**

Your Declaration Page will show the amounts of protection on property insured in Part 1.

These amounts, along with the features we have said add to your amount of protection, are the most we will pay for your loss.

We will only pay up to your financial interest in the property. 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. Then we will pay for the rest of your loss. We will pay up to your total amount of protection for the damaged property. We will not pay if your loss is less than the deductible. The deductible is shown on your Declaration Page.

You may have different deductibles, depending on the type of property and the type of loss that we cover. When two or more items are lost or damaged in one loss, or several insured perils occur at the same time contributing to the loss, we will use only one deductible. We will use the largest single deductible of all that apply.

## **Replacement Cost and Actual Cash Value**

Whenever we use these terms, we mean the following:

**Replacement Cost:** This is the cost to repair or replace property with material of similar kind and quality at today's prices.

**Actual Cash Value:** This is the value of your property after considering proper deduction for 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 decreases as it ages. Thus, Actual Cash Value is normally lower than the cost to replace your property at today's prices.

## **Special Belongings**

The amount of protection for each scheduled item of special belongings must be maintained to 80% of its value. If you fail to do so, you shall become a co-insurer and bear that proportion of the loss to bring the total amount of protection up to 80% of its value. We will pay in the proportion that the applicable amount of protection bears to 80% of the value of the lost or damaged property. When we say "value" we mean replacement cost or actual cash value, whichever applies, as previously explained.

## **Personal Property and Special Belongings**

We will pay the cost of repair or the cost of new personal property or special belongings (whichever is less) of similar kind, quality and usefulness up to the total amount of protection shown for your personal property or special belongings. However, you must give us written proof of the repair or replacement. We will not pay for increased costs due to unnecessary delays on your part. We will keep any salvage or proceeds from salvage. If you replace your personal property or special belongings with one of lesser quality or value, we will only pay the amount you paid for the replacement. Settlement for the **property not replaced or repaired will be on an Actual Cash Value basis.**

If you choose to settle the loss on an Actual Cash Value basis and then decide to replace any destroyed or stolen property, you can make an additional claim for the difference between the Actual Cash Value and Replacement Cost basis. The property must be replaced within 180 days of the loss or damage.

We will only pay the actual cash value for loss or damage to these six types of personal property or special belongings:

- 1) Property that is not in good, useable condition at the time of loss.
- 2) Property 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) Property of an age or condition that makes it out of date or no longer useable for its original purpose.
- 4) Art works, antiques, rare objects, and other items that cannot be replaced.
- 5) Boats, their equipment and accessories, outboard motors and jet propulsion personal watercraft, including boat trailers that are more than ten years of age from the date they were originally purchased as new.
- 6) Spare automobile parts and accessories.

## **Pairs and Sets**

(Applies to Personal Property 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 material or parts are unavailable, obsolete, or outmoded. We will pay only the cost that would have been needed if materials or parts were available. We will pay the last known cost of materials or parts.

## Property with Specific Amounts of Protection for Condominium Unit Owners and Tenants

For certain types of property the amount we will pay is explained below. The deductible on your Declaration Page applies. If your Declaration Page shows that you have **Special Belongings**, these limits do not apply to those scheduled items.

- (1) **For losses due to any insured peril** (unless otherwise specified) we will pay up to these amounts:
  - a) \$5,000 in all for books, tools, and instruments pertaining to a business, profession, trade, or occupation. We will pay up to \$5,000 in all for computer hardware used in a business, profession, trade or occupation. They are covered only at your premises. We do not cover other business property, such as samples, supplies, or goods held for sale.
  - b) \$5,000 in all for securities.
  - c) \$300 for bullion and \$300 for money. Money also includes gift cards, cash cards and gift certificates.
  - d) \$2,500 in all for boats, their equipment and accessories, outboard motors, jet propulsion personal watercraft and boat trailers. Coverage applies anywhere in Canada or the continental USA for fire or lightning. Other perils you are insured for apply only at your premises. We do not cover loss or damage caused by freezing.
  - e) \$5,000 in all for computer software. We will not pay the cost of gathering or assembling information or data.
  - f) \$1,500 in all for household animals, birds or fish after their death or necessary destruction occurred within 30 days of injury caused by fire, lightning, explosion or smoke.
  - g) \$7,500 in all for personal property of each unmarried student, as defined under "Insured", while attending school and residing away from your premises.
  - h) \$5,000 in all for any one lawnmower, garden tractor, or snowblower and their attachments and accessories.
  - i) \$7,500 in all for personal property of an unnamed person, as defined under "Insured", while residing away from your premises in an approved nursing or care home.
  - j) \$200 on any one item and a total amount of \$2,500 in all, for losses in any one policy term, for trading cards, comic books and sports memorabilia.
  - k) \$5,000 in all for cemetery property anywhere in Canada.
  - l) \$1,000 in all for spare automobile parts and accessories.
- (2) **For losses due to Peril 11 – Theft and – Comprehensive Perils** (excluding the Listed Perils) we will pay up to these amounts:
  - a) \$7,500 in all for jewellery, watches and gems.
  - b) \$7,500 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) \$500 in all for numismatic property (such as coin collections).
  - e) \$5,000 in all for silverware, silver-plated ware, goldware, gold-plated ware, and pewterware.
  - f) \$1,000 for each bicycle, tricycle, unicycle or electric assisted bicycle (up to 500 watts and not exceeding 32 km/h), including accessories and attached equipment.

- g) \$500 in all for audio cassettes, compact discs and digital video discs away from your premises.

## **Property and Causes of Loss We Do Not Cover**

**Under any Tenant or Condominium Unit Owners policy we do not cover the following property or causes of loss:**

- a) buildings, detached private structures, personal property and any other property when designed, used, or intended for use in whole or in part for:
  - (i) farming purposes, or business purposes except as provided under "Property with Specific Amounts of Protection", or
  - (ii) the storage or housing of livestock or animals (other than household pets), or the upkeep of agricultural products or supplies.

Incidental office use is permitted.

- b) property illegally acquired, used, kept or imported.
- c) 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.
- d) property lawfully seized or confiscated. But we will cover such property if it is destroyed to prevent the spread of fire.
- e) motorized vehicles, trailers, aircraft and their equipment. This includes such things as cars, trucks, travel trailers, motorcycles, dirt bikes, snowmobiles, all terrain vehicles, go-carts, dune buggies, and hang gliders, ultralights, or other similar aircraft of any name. Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft, but does not include spare automobile parts. We will, however, cover motorized wheel chairs, lawnmowers, garden equipment, snowblowers, golf carts, electric assisted bicycles (up to 500 watts and not exceeding 32 km/h) and skid steer loaders on your premises for personal use only (if shown on your Declaration Page).

Refer to "Property with Specific Amounts of Protection" for limits on boat trailers and spare automobile parts and accessories.

- f) losses or increased costs of repair due to any by-law, ordinance or law regulating the zoning, demolition, repair or construction of buildings and their related services.
- g) the cost of making good any faulty design, material or workmanship.
- h) 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. If you have Tenants insurance, we will cover damage to building glass only if your Declaration Page shows that you have this coverage.
- i) personal property 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.
- j) loss or damage caused by snowslide, earthquake, landslide or any earth movement. If any of those results in fire or explosion, we will pay for the resulting loss or damage.
- 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 not due to a sudden, unexpected event.
- m) 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.
- n) loss or damage caused by war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power.
- o) loss or damage resulting from criminal or wilful acts done by you or by any person whose property is insured under this policy, including acts done for you by someone else.

- p) loss or damage caused by acts you deliberately did or acts you failed to do.
- q) loss of property resulting from a change in ownership that was 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.
- s) 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.
- t)
  - 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, smoke or water escape and rupture, all as described under "Named Perils", this exclusion shall not apply to such resulting loss or damage.
- u)
  - i) loss or damage caused directly or indirectly, in whole or in part, by any fungi or spores.
  - ii) the cost or expense for any testing, monitoring, evaluating or assessing of fungi or spores.
- v) 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 items of any kind which constitutes a criminal offence to any dwelling, detached private structure or personal property 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.
- w) equipment and structures used to produce renewable energy exceeding 5 kW.

## Special Belongings Coverage

Your Declaration Page will show if you have **Special Belongings** coverage with a description of the property covered. It will show the perils you are insured against. The coverage is outlined under **Comprehensive Perils** coverage and all exclusions, limitations and conditions as described under Part 1 shall apply.

**"Property with Specific Amounts of Protection"** does not apply to the personal property that is specifically scheduled on the Declaration Page as **Special Belongings**.

**Special Belongings** are covered only while at your premises or while temporarily removed from your premises. Some additional exclusions, limitations and conditions apply specifically to some types of **Special Belongings** as described herein.

### **Boats, their equipment, accessories, outboard motors, Jet Propulsion Personal Watercraft and Boat Trailers**

Coverage is limited to Canada and the continental United States. We will not pay for loss or damage when:

- they are rented to others or used to carry passengers for a fee; or
- they are in collision with ice while in any waterway; or
- they are used in any race or speed test; or
- they are not being operated in accordance with the *Canada Shipping Act* regulations governing age and horse power restrictions and operator competency requirements; or
- caused by freezing.

We do not pay for loss or damage to a propeller or impeller if no other damage occurs. We will, however, cover damage to the propeller or impeller when the damage occurs at the same time as other loss or damage that is covered by this policy.

**Added Feature:** If you have coverage for a boat or motor, or jet propulsion personal watercraft we will pay up to \$2,500 for damage to a new unit that is not purchased to replace an existing unit. If the new unit is purchased to replace an existing unit, then we will cover the new unit for the amount of protection shown on your Declaration Page if it is more than \$2,500. You must tell us within 30 days of the purchase of the new or replacement unit in order to qualify for this coverage. If you do not tell us within 30 days of purchase, we will not cover any loss or damage.

### **Home Computers**

You have coverage for your computer equipment, component parts and active data processing media that you own, lease or rent. We do not cover these things if they are used professionally or for any business, unless this use is shown on your Declaration Page.

“Active data processing media” means all forms of converted data, program vehicles and instruction vehicles that you use.

We do not cover loss or damage:

- to accounts, bills, evidence of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents except as they may be converted to a data processing media form and then only that form;
- to any data processing media which cannot be replaced with other media of similar kind and quality;
- to data processing media caused by media failure, mechanical breakdown or machinery malfunction of the system on which it is being run unless fire or explosion ensues and then coverage is provided for loss or damage caused by such fire or explosion only;
- caused by dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, unless loss or damage is a direct result of physical damage to the data processing system’s air conditioning facilities caused by an insured peril;
- caused by electronic or magnetic injury, electrical disturbance or erasure of electronic recordings other than by lightning or electricity, unless fire or explosion ensues and then coverage is provided for loss or damage caused by such fire or explosion only.

**Special Limit of Liability:** We will not pay more than the actual reproduction costs for loss or damage to active data processing media or, if it is not replaced, we will pay only the value of the blank media.

### **Collectibles**

Coin, Stamp, Card and Sports Memorabilia Collections

We will not pay more than \$200 for any single item in any collection unless such items are specifically described and listed on the Declaration Page with an amount of protection applying to that item. Any single item means any one stamp, coin or other individual article, pair, strip, block, series sheet, cover, frame, card or similar item.

We do not cover any collection in whole or in part while on exhibit or display, or while it is being held by someone else for sale or on consignment.

**Automatic Acquisitions** (not applicable to boats, their equipment and accessories, outboard motors, jet propulsion personal watercraft and boat trailers)

When an amount of protection is shown on your Declaration Page for **Special Belongings**, additional articles of the same type and nature acquired by you as owner during the policy term will be covered automatically. You must report and insure the new article(s) within 30 days of acquisition and pay any additional premium required.

Under this agreement, we will pay up to 25% of the amount of protection shown on your Declaration Page for a new article(s) of the same type and nature, or \$5,000 whichever is the lesser amount.

## General Conditions for Part 1

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

- 1) When you pay someone else a fee for holding, storing or transporting your property, we do not cover such people for loss or damage that occurs while your property is in their care, custody or control.
- 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 against the responsible person. This will be at our expense and through our lawyers. You may release another person from legal responsibility for loss or damage to your property but you must tell us if you do. The agreement must be in writing and you must have made the agreement before any loss or damage occurs.
- 3) Any payment we make for a loss to your property will not reduce the total amount of protection you have for the remainder of the policy term.
- 4) The Statutory Conditions printed in this booklet apply to Part 1 of this policy.
- 5) When you have other insurance on property covered by Part 1 of this policy, we will pay only our share of the loss or damage. 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 becomes vacant as defined by this policy. You must tell us when no one has been living at your premises for a full year, even if you intend to return to it, since we feel that these premises are also vacant.

We do 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 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 immediately. 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 or vehicle impact.
  - ii) Your right to recover from us is not affected by any release from liability entered into by you prior to the loss.
- 10) If Comprehensive Perils coverage applies to a loss and it is more restrictive than Named Perils coverage shown in this booklet, we will adjust your claim using the coverage that is 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.

## Part 2 – Personal Liability – Coverage E

### Definitions Applicable to Part 2

“**Bodily Injury**” means bodily injury, sickness or disease or resulting death.

“**Business**” means a trade, profession, or occupation undertaken for the purpose of financial gain.

“**Data**” in this Part has the same meaning as in Part 1.

“**Fungi**” and “**Spores**” in this Part has the meaning as in Part 1.

“**Jet Propulsion Personal Watercraft**” in this Part has the same meaning as in Part 1. Where we use the term “personal watercraft unit” it means a “jet propulsion personal watercraft” as defined herein.

“**Occurrence**” means an accident, including continuous or repeated exposure to conditions which results in “bodily injury or “property damage” neither expected or 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**” 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.

“**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 mean 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 damage caused by boats and motors (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 boat and motor (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 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 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;
- b) the renting of a room or suite to others;
- c) the use and ownership of a jet propulsion personal watercraft;
- d) business use of the premises;

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

## Amount of Protection

We will pay up to the amount of protection shown on your Declaration Page. The amount shown is the maximum amount we will pay for all compensatory damages in respect of any one occurrence, regardless of the number of insureds against whom claim is made or action is brought. As explained later under “Defense Settlement – Supplementary Payments”, we will 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, boat and motor 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 Declaration 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 boats and motors 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 Declaration Page for coverage to apply;

- g) claims due to your use of boats and motors 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. These vehicles must be intended for off-road use and they must not have a license, 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, 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 the Declaration 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 the Declaration Page and as described and limited in Part 1.

A 'property damage' deductible of \$500 will apply to this coverage except for any loss or damage caused by Perils 1) – 10) listed under Named Perils of Part 1.

We may 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 provide two added features as part of your Personal Liability Coverage. The amounts we pay add to your total Amount of Protection. No deductibles apply.

**Voluntary Medical Payments – Coverage F.** We will pay up to the amount of protection shown on your Declaration Page for reasonable medical and related expenses for each person injured in any one occurrence. When your Declaration Page shows that you have Increased Limits Coverage under Part 1, this limit will be increased to \$7,500. 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 expense 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 – Coverage G.** We will pay up to the amount of protection shown on your Declaration Page for direct damage to the property of someone else. When your Declaration Page shows that you have Increased Limits Coverage under Part 1, this limit will be increased to \$7,500. 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 it must be caused by a person we cover who is 12 years of age or less.

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 Declaration Page.

We will pay your share of this special assessment provided that:

- the assessment is valid under the Condominium Corporation's governing rules and by-laws; and
- the assessment is made necessary by an occurrence which applies to Part 2 of this policy.

We will not pay more than \$25,000 for that part of an assessment made against you for the deductible of the Condominium Corporation's insurance policy.

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 Declaration 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 Declaration 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 Declaration 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:

- 1) claims due to bodily injury to a passenger unless the **Passenger Hazard Option** is shown on your Declaration Page;
- 2) claims due to bodily injury or property damage caused by an operator under 16 years of age;
- 3) claims due to bodily injury or property damage caused by an operator under the influence of intoxicating liquor or drugs;
- 4) claims due to bodily injury or property damage caused by an operator in any race or speed test;
- 5) claims due to bodily injury or property damage resulting from any illicit, or prohibited trade or transportation;
- 6) claims due to bodily injury or property damage resulting from carrying passengers for a fee;
- 7) claims due to bodily injury or property damage caused while the personal watercraft unit is rented or leased to others;
- 8) 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;
- 9) 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.

## **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 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;
- e) 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”;
- f) 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;
- 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, employment insurance compensation law, or any similar law;
- i) claims to 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 trailer that you own or use. This includes such things as cars, vans, trucks, motorcycles, all terrain vehicles, motorized snow vehicles, dune buggies, and boat and travel trailers. 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 of the use of golf carts, electric assisted bicycles and motorized vehicles used by your residence employees while they are working for you;
- l) claims caused by the use and/or ownership of a skid steer loader away from your premises;
- m) claims caused by the use and ownership of jet propulsion personal watercraft, unless coverage extension is shown on your Declaration Page;
- n) claims caused by any boat:
  - 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;
- o) claims due to bodily injury or property damage when boats are not operated in accordance with the *Canada Shipping Act* regulations governing age and horsepower restrictions and operator competency requirements;
- p) claims due to bodily injury or property damage deliberately caused by you or for you by someone else;

- q) 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;
- r) claims due to bodily injury resulting from transmission of any communicable disease;
- s) 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 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;
- t) 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;
- u) 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.
- v) 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, by-law or municipal ordinance to be a dangerous animal.

## **If You Have A Claim**

### **What you must do:**

- a) 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 address of witnesses and potential claimants.
- b) 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.
- c) You must follow all conditions of the policy that deal with your claim.
- d) 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.
- e) You must co-operate fully with us while we handle your claim.
- f) You must co-operate fully in the legal matters we are handling for you. You must not interfere in any legal action or discussion.

### **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 other reasonable expenses and court costs charged 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 a law suit. 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 judgement 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 judgement 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 5 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 one 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.

# Statutory Conditions

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In respect of Part 2 – Personal Liability, only Statutory Conditions 1, 3, 4, 5, and 15 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 Declaration Page, are called the “Insured”. “We” are called the “Insurer”.

## Misrepresentation

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

## Property of Others

2. Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated in the contract.

## Change of Interest

3. The Insurer shall be liable for loss or damage occurring after an authorized assignment under the *Bankruptcy Act* or change of title by succession, by operation of law, or by death.

## Material Change

4. Any change material to the risk and within the control and knowledge of the Insured shall void the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent; and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium; and in default of such payment the contract shall no longer be in force and the Insurer shall return the unearned portion, if any, of the premium paid.

## Termination of Contract

5. (1) This contract may be terminated:
  - (a) by the Insurer giving to the Insured fifteen days notice of termination by registered mail, or five days written notice of termination personally delivered;
  - (b) by the Insured at any time on request.
- (2) Where this contract is terminated by the Insurer:
  - (a) the Insurer shall refund the excess premium actually paid by the Insured over the *pro rata* premium for the expired time, but in no event, shall the *pro rata* premium for the expired time, be deemed to be less than any minimum retained premium specified; and
  - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- (3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually

paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

- (4) The refund may be made by money, postal or express company money order, or by cheque payable at par.
- (5) The fifteen days mentioned in clause (a) of subcondition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

### **Requirements After Loss**

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

### **Fraud**

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

### **Who May Give Notice and Proof**

8. Notice of loss may be given, and proof of loss may be made, by the agent of the Insured named in the contract in case of absence or inability of the Insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

### **Salvage**

9. (1) The Insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to

prevent further damage to any such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

- (2) The Insurer shall contribute *pro rata* towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub-paragraph (1) of this condition according to the respective interests of the parties.

### **Entry, Control, Abandonment**

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

### **Appraisal**

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

### **When Loss Payable**

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

### **Replacement**

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

### **Action**

14. Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within two years next after the loss or damage occurs.

### **Notice**

15. Any written notice to the Insurer may be delivered at or sent by registered mail to, the chief agency or head office of the Insurer in the province; and written notice may be given to the Insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer; and in this condition, the expression "registered" means registered in or outside Canada.



# PRIVACY: Our Commitment

Thank you for choosing Coachman Insurance Company.

At Coachman Insurance Company 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, Coachman'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 Coachman.

## **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:**

Chief Privacy Officer  
Coachman Insurance Company  
802 The Queensway  
Toronto, Ontario  
M8Z 1N5  
Telephone: 1-800-361-2622  
E-Mail: [privacy@coachmaninsurance.ca](mailto:privacy@coachmaninsurance.ca)

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

Office of the Privacy Commissioner of Canada  
112 Kent St.  
Place de Ville  
Tower B, Third Floor  
Ottawa Ontario  
K1A 1H3  
[www.privcom.gc.ca](http://www.privcom.gc.ca)

## **Privacy Brochure**

Please visit our web site at [www.coachmaninsurance.ca](http://www.coachmaninsurance.ca).

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