



**Homeowner, Mobile Home,
Tenant and Condominium Unit Owners
Policy Booklet**



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HOMEOWNERS INSURANCE POLICY

A GUIDE TO YOUR HOMEOWNERS POLICY

Your Homeowners Insurance policy consists of the **Coverage Summary Page(s)** and this booklet.

This booklet consists of four sections:

SECTION 1 describes insurance on ***your dwelling***, detached private structures and personal property.

SECTION 2 describes insurance for ***your legal liability*** to others because of unintentional ***bodily injury*** or ***property damage***.

SECTION 3 describes Miscellaneous Coverage endorsements which ***you*** may apply to ***your*** insurance policy.

SECTION 4 describes Conditions which apply to all sections of this policy.

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

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

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

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

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

Your coverage starts at 12:01 A.M. standard time on the Effective Date and ends at 12:01 A.M. standard time on the Expiry Date.

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

AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out. The **Coverage Summary Page** summarizes the coverages and amounts of insurance ***we*** have agreed to provide and the period for which they are provided. Failure to comply with any term or condition may result in the denial of a claim under this policy.

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

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

DEFINITIONS (as used throughout this policy):

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

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

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

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

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

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

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

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

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

Data Problem means:

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

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

Domestic Fuel Tank means a permanently installed, above-ground **domestic fuel tank** that is part of a heating unit for the **insured dwelling** or the **insured** detached private structures. The **domestic fuel tank** includes equipment, apparatus or piping which forms part of the permanent **domestic fuel tank** installation. A permanently installed **domestic fuel tank** located in the basement of an **insured dwelling** or an **insured** detached private structure is deemed to be above-ground.

Domestic Water Container means a device or apparatus for personal use on the **premises** for containing, heating, chilling, or dispensing **water**.

Dwelling means:

- (1) if **you** are a building or Mobile **homeowner**, means the building or mobile home occupied by **you** as a private residence;
- (2) if **you** are a tenant, means the portion of the building occupied by **you** as a private residence;
- (3) if **you** are a **condominium unit owner**, means the structure or the portion of the structure occupied by **you** as a private residence.

Electronic Media means media that uses electronics or electromechanical devices to access content (opposite of print media) such as; video and audio recordings, multimedia presentations, CDs, DVDs.

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

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

Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic, or toxigenic, and any substance, vapor 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** below the surface of the ground, including that which exerts pressure on or flows, seeps, or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks driveways, foundations, walls or floors.

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

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

Identity Fraud means the act or acts of knowingly transferring or using, without lawful consent or authority, **your** means of identity which constitutes a violation of any federal, provincial, territorial or municipal law. **Identity fraud** does not include the fraudulent alteration of account profile information, such as the address to which statements are sent. **Identity fraud** does not include the unauthorized use of valid credit cards, credit accounts or bank accounts. **Identity fraud** does not include the fraudulent use of a **business** name, trade name or brand identity or other method of identifying a **business** activity.

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

Insured means the person(s) named as **insured** on the **Coverage Summary Page** and, while living in the same household, the following unnamed person(s):

- his or her **spouse**;
- the relatives of either, or
- any person under the age of 21 in their care.

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

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

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

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

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

Personal Transporter means a self balancing, electronic powered transporting device able to turn in place and designed for one person, with top speed of 20 km/hr.

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

Premises in Section 1 – Property Coverage means:

- (1) in the case of a **homeowner**, means the **dwelling** and the land contained within the lot lines on which the **dwelling** is located;
- (2) in the case of a tenant or **condominium unit owner**, means the **dwelling** or **unit** including private structures, private approaches and storage spaces reserved for **your** use or occupancy only at the location shown on the **Coverage Summary Page**.

Premises in Section 2 – Personal Liability Coverage means all **premises** where the person(s) named as **insured** on the **Coverage Summary Page**, or his or her **spouse**, maintains a residence. It also includes:

- (1) other residential **premises** specified on the **Coverage Summary Page**, except **business premises** and **farms**;
- (2) individual or family cemetery plots or burial vaults;
- (3) **vacant** land in Canada **you** own or rent, excluding **farm** land;
- (4) land within the province of Saskatchewan where an independent contractor is building a one, two or three-family residence to be occupied by **you**;
- (5) **premises you** are using or where **you** are temporarily residing if **you** do not own such **premises**, provided that **you** are not the lessee or tenant of the **premises** under any agreement which is longer than 90 consecutive days;
- (6) **premises** in Canada to be occupied by **you** as **your** principal residence from the date **you** acquire ownership or take possession but not beyond the earliest of:
 - (a) 30 consecutive days;
 - (b) the date the policy expires or is terminated;
 - (c) the date upon which specific liability insurance is arranged for such **premises**;
- (7) any site **you** own or rent for the recreational use or seasonal storage of any trailer;
- (8) **premises** in Canada, leased or rented for a **student** who is dependent on the named **insured** or his/her **spouse** for support and maintenance and is temporarily residing there while enrolled in and attending a school, college or university.

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

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

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

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

Seiche means a standing wave in an enclosed body of **water** producing fluctuations in the **water** level and caused by wind, earthquakes, changes in barometric pressure, etc.

Specified Perils means, subject to the exclusions and conditions in this policy:

- (1) Fire or Lightning
- (2) Explosion
- (3) Smoke
- (4) Falling Object
- (5) Impact by Aircraft or Land Vehicle
- (6) Riot
- (7) Vandalism or Malicious Acts

- (8) **Water** Escape
- (9) Windstorm or Hail
- (10) Transportation

Spore(s) includes, but is not limited to one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any **fungi**.

Spouse means either of two persons who are:

- married to each other or who have together entered into a marriage that is voidable or void; or
- living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three years or, if they are the natural or adoptive parents of a child, for a period of one year; or
- considered **spouses** under the Family Law Act, or its' equivalent, in the jurisdiction in which the policy was issued.

Surface Waters means **water** on the surface of the ground where water does not usually accumulate in ordinary circumstances, resulting from the unusual or rapid accumulation or run off of water from any source including torrential rainfall. This does not include surface water caused by **flood** or escape of **water** from a **domestic water container** or **watermain**.

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

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

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

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

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

Volunteer means any person who donates time to an organization for a charitable purpose or in direct service to the general public or the community.

Water means the chemical element defined as H₂O in any of its three natural states; liquid, solid and gaseous.

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

We, Us or the Insurer means **Germania Mutual Insurance Company** of Saskatchewan.

You and your in **Section 1 – Property Coverage** refers to **Insured** (see definition).

You and your in **Section 2 – Personal Liability Coverage** has the same meaning as **Insured**. In addition, the following persons are **insured**:

- (1) any person or organization legally liable for damages caused by a watercraft (excluding jet propulsion personal watercraft) or animals owned by **you**, and to which this insurance applies. This does not include anyone using or having custody of the watercraft (excluding jet

propulsion personal watercraft) or animal in the course of any **business** or without the owner's permission;

- (2) a **residence employee** while performing their duties for **you**;
- (3) **your** executors or administrators having temporary custody of the insured **premises**, if **you** die while insured by this policy, but only for **legal liability** arising out of the insured **premises**. **We** will cover them until the end of the policy term or cancellation of the policy, whichever comes first.
- (4) any person who is **insured** by this policy at the time of **your** death and who continues residing on the insured **premises**. **We** will cover them until the end of the policy term or cancellation of the policy, whichever comes first.

Only the person named on the **Coverage Summary Page** may take legal action against **us**.

SECTION 1 Property Coverage for Homeowners, Mobile Homeowners, Tenants, Condominium Unit Owners

Coverages

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

Debris Removal: The cost to remove debris of insured property from your **premises**, if **your** insured property has been damaged or destroyed by an **insured peril**. This includes removal of property of others, excluding trees, shrubs and plants, blown onto your premises by windstorm, if **your** insured property is damaged or destroyed by an **insured peril**.

Tear Out: If any walls, ceilings or other parts of insured buildings or structures must be torn apart before insured **water** damage from a plumbing, heating, air conditioning or sprinkler system or domestic appliance can be repaired, **we** will pay the cost of such work and its restoration. **We** will not pay the cost of tearing out and replacing property to repair damage related to public **watermains** or outdoor plumbing systems (such as outdoor swimming pools, hot tubs, spas or similar installations or public **watermains** or sewers).

For Tenants, this coverage applies only to **insured** tenant's improvements or betterments that must be removed or torn apart before insured **water** damage can be repaired.

If **you** must remove insured property from **your premises** to protect it from loss or damage, it is covered by this policy for 30 days or until **your** policy term ends – whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

COVERAGE A – DWELLING BUILDING (Applicable to a Home/Mobile Home owner only)

We insure:

- (1) The **dwelling** described on the **Coverage Summary page** for which an amount of insurance is shown, including attached structures;
- (2) Permanently installed outdoor equipment or structures on the **premises** (except those used in whole or in part for any **business** or **farming** purpose). This includes such things as fences, storm windows, swings or other similar property that remains fixed in the yard or garden;
- (3) Outdoor swimming pool and attached equipment on the **premises**;
- (4) Materials and supplies located on or adjacent to the **premises** intended for use in construction, alteration or repair of **your dwelling** or private structures on the **premises**, other than private structures to be used in whole or in part for **business** or **farming** purposes. **We** insure against the peril of theft only when your dwelling is completed and ready to be occupied.

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

COVERAGE B – DETACHED PRIVATE STRUCTURES (Applicable to a Home/Mobile Home owner only)

We insure structures or buildings separated from the **dwelling** by a clear space, on **your premises** but not covered under **Coverage A – Dwelling Building**. If they are connected to the **dwelling** by a fence, utility line or similar connection only, they are considered to be detached private structures. This includes such things as garages, garden sheds, gazebos and swimming pool enclosures. Owned docks and boathouses on the shoreline of **your premises** are also included in this section of coverage.

Property Not Included as Detached Private Structures – We do not insure:

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

COVERAGE C – PERSONAL PROPERTY

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

① **On Premises:** **We** insure the contents of **your dwelling** or **unit** and other personal property **you** own, wear or use, while on **your premises** which is usual to the ownership or maintenance of a private **dwelling**. If **you** wish **you** may apply up to 10% of the amount of insurance on **your** personal property to cover uninsured personal property of others while it is on that portion of the **premises** that **you** occupy and that is due to a peril for which **your** own belongings are covered. **We** do not insure property of tenants, roomers or boarders who are not related to **you**

② **Off Premises:** **We** insure **your** personal property while it is temporarily away from **your premises**, anywhere in the world. This includes personal property newly acquired by **you** and in **your** possession when there has not been an opportunity to take such property to **your premises**. Personal property normally kept at any other location **you** own, rent or occupy is not covered.

Coverage is extended to include:

- (a) If **you** wish, **we** will include uninsured personal property belonging to others while it is in **your** possession or belonging to a **residence employee** travelling for **you**, to a maximum of \$5,000.
- (b) Personal property of students attending an educational institution away from home is covered up to a limit of 10% of the limits shown under Personal Property on **your Coverage Summary Page** but not more than \$10,000 for each student.
- (c) Personal property of a parent or family member, who is dependent on **you** for support and maintenance, while residing in a nursing home or other health-care facility, is covered up to a limit of \$5,000.
- (d) Personal property belonging to others which is in **your** possession while **you** are acting as a **volunteer** is limited to \$1,000.
- (e) Personal property that **you** are moving to a new principal residence anywhere in Canada is covered while in transit and while at **your** new principal residence for up to 30 consecutive days beginning the day **you** start **your** move or until the term of this policy ends, whichever occurs first. The amount of insurance will be divided in the proportion that the value of the property at each premise and in transit bears to the value of all **your** personal property at the time of a loss.
- (f) Personal property in temporary storage away from **your premises** is covered for a period of 30 consecutive days only, from the date the property is placed in storage, unless otherwise shown on the **Coverage Summary Page**. If **you** wish to extend coverage for property in storage, **we** must be notified in writing and endorse your policy as required.

This limitation does not apply;

- (a) to golf carts kept year round at a golf course;
- (b) to property stored in an occupied private residence, or;
- (c) to belongings not in current use and in seasonal storage (clothing, watercraft and their accessories or outboard motors) away from **your premises**.

Property Not Included as Personal Property

We do not insure loss or damage to motorized vehicles, trailers, aircraft, unmanned air vehicles, drones or their equipment, except:

- (a) motorized wheelchairs;
- (b) scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability and not subject to motor vehicle registration;
- (c) motorized lawn mowers, lawn and garden tractors up to 22kW (30hp), other gardening equipment or snow blowers and **personal transporters** (subject to Personal Property with **Special Limits of Insurance**);
- (d) watercraft (subject to Personal Property with **Special Limits of Insurance**);
- (e) golf carts that are not subject to motor vehicle registration (subject to Personal Property with **Special Limits of Insurance**);
- (f) electric assisted bicycles, maximum speed 32 km/h and are not subject to motor vehicle registration (subject to Personal Property with **Special Limits of Insurance**);
- (g) electric powered children's toys, maximum 10 km/h and are not subject to vehicle registration.

Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle, aircraft, unmanned air vehicle or drone.

Personal Property with "Special Limits of Insurance"

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

- (1) Unless otherwise specified, for losses due to any **insured peril**, **we** will pay up to these amounts for the following items:
 - (a) \$5,000 in all for books, tools and instruments pertaining to a **business**, profession, trade or occupation, but only while on **your premises**. Other **business** property, including samples and goods held for sale, is not insured;
 - (b) \$5,000 in all for securities, books of account, deeds, evidences of debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit;
 - (c) \$500 in all for money, bullion or **cash cards** and gift certificates;
 - (d) \$200 on any one item and a total amount of \$2,500 in all for losses in any one policy term for trading and collectible cards, comic books and sports memorabilia;
 - (e) \$5,000 for each Medi chair, golf cart, motorized lawn mower, other motorized gardening equipment and snow blowers, including their attachments and accessories, up to \$15,000 in all;
 - (f) \$3,000 in all for watercraft, their equipment, furnishings, accessories and motors. These are covered only for **specified perils** and theft or attempted theft. Loss or damage by windstorm or hail is covered only if they were inside a fully enclosed building, except for canoes and rowboats which are insured while in the open on **your premises**;
 - (g) \$3,000 for any one **personal transporter** or unattached piece of equipment;
 - (h) \$5,000 in all for computer software including **digital assets**. **We** do not insure the cost of gathering or assembling information or **data**;
 - (i) \$1,000 in all for parts for motorized vehicles that are not installed yet;
 - (j) \$500 in all for **your** legally owned cannabis seeds, plants and cannabis in all consumable forms, whether for medicinal or recreational use and all related equipment and paraphernalia, but only while on **your premises**. Actual Cash Value will be the basis of claim payment for this Personal Property. Failure to comply, at any time, with the provisions of the Cannabis Act or any other provincial or federal law governing the possession, growing, cultivation or harvesting of cannabis, including limitations on the amount of cannabis plants per **dwelling**, will be deemed an illegal growing operation negating coverage under this Special Limit.

- (2) For losses due to Theft, including damage caused by Attempted Theft, **we** will pay up to these amounts:
- (a) \$10,000 in all for jewelry, watches and gems, furs, fur garments and garments trimmed with fur;
 - (b) \$2,500 in all for stamps and philatelic property (such as stamp collections);
 - (c) \$500 in all for numismatic property (such as coin collection);
 - (d) \$5,000 in all for silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware;
 - (e) \$1,000 for any one bicycle or \$3,000 for any one electric assisted bicycle (with max speed of 32 km/hr), including accessories and attached equipment.

COVERAGE D – ADDITIONAL LIVING EXPENSES

The amount of insurance for Coverage D is the total amount for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy. **We** do not insure the cancellation of a lease or agreement.

(1) Increased Living Expenses:

If damage to **your dwelling** by an **insured peril** makes it unfit for occupancy, or **you** have to move out while repairs are being made, **we** insure any necessary increase in living expenses including moving expenses incurred by **you**, so that **your** household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or to rebuild **your dwelling** or, if **you** permanently relocate, the reasonable time required for **your** household to settle elsewhere.

NOTE: **We** will not pay for any increased costs for Increased Living Expenses due to unnecessary delays on **your** part, to repair or replace **your dwelling** or private structures, to relocate or to settle **your** household.

(2) Fair Rental Value:

If damage to **your dwelling** or detached private structures or **unit** by an **insured peril** makes that part of the **dwelling**, detached private structure or **unit** rented to others or held for rental by **you**, unfit for occupancy, **we** insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the **dwelling**, detached private structure or **unit** rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the **dwelling**, detached private structure or **unit** rented or held for rental is unfit for occupancy.

(3) Civil Authority Prohibits Access:

If, as the direct result of damage to **your** or neighboring **premises** by an **insured peril**, a Civil Authority prohibits access to **your dwelling**, **we** insure any resulting Increased Living Expense and Fair Rental Value for a period not exceeding 2 weeks.

(4) Emergency Evacuation:

We will pay any necessary and reasonable increase in living expense incurred by **you** while access to **your dwelling** is prohibited by order of Civil Authority, but only when such order is given for evacuation as a direct result of a sudden and accidental emergency.

You are covered for a period not exceeding 30 days from the date of the order of evacuation.

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

- (a) **flood**, this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but **you** are still insured for ensuing loss or damage which results directly from fire or explosion;
- (b) earthquake;
- (c) war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
- (d) nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- (e) contamination by radioactive material;
- (f) **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.

{Civil Authority means any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province, and/or any person acting with authority under a federal, provincial or territorial legislation with respect to the protection of persons and property in the event of an emergency.}

ADDITIONAL COVERAGES OF SECTION 1

(1) Arson or Theft Conviction Reward

We will pay up to \$1,000 for information which leads directly to the conviction of any person or persons who rob from any person **insured** under this policy, or steal, vandalize, burglarize or commit arson to any covered property insured by this policy. The \$1,000 maximum payment under this section applies regardless of the number of persons providing information. No deductible applies to this Additional Coverage.

(2) Automatic Principal Residence Coverage – Applies to Pak C Coverage Only

If **you** purchase a new **dwelling** in Saskatchewan that will become **your** principal residence to replace **your** principal **dwelling** insured under Section 1, **we** will insure both **dwellings** for a period of 30 days from the date **you** take possession of the new **dwelling**, provided **you** notify **us** within that 30 day period. The amount of insurance shown for **your** principal residence in Section 1 will apply to each **dwelling**. This coverage ceases if the policy expires or is cancelled during the 30 day period referred to above or when someone else has legal title to the **dwelling**.

(3) Cemetery Property & Grave Marker Coverage – Applies to Pak C Coverage Only

We agree to apply up to \$3,000 (or amount as shown on the **Coverage Summary Page**) in all for sudden accidental loss of or damage caused by a **specified peril** to cemetery property or grave markers located at any public or church cemetery in Saskatchewan that mark **your** grave or the grave of **your** deceased parent or grandparent.

(4) Credit or Debit Cards, Electronic Funds Transfer Cards, Forgery and Counterfeit Money

We will pay for:

- (a) **Your** legal obligation to pay because of the theft or unauthorized use of credit or debit cards, or automated teller cards issued to **you** or registered in **your** name, provided **you** have complied with all of the conditions under which the card was issued, and **you** must notify the company, bank or trust company as soon as **you** discover the loss.
- (b) Loss to **you** caused by forgery or alteration of cheques, drafts or other negotiable instruments.
- (c) Loss by **your** acceptance in good faith of counterfeit Canadian or United States paper currency.

We do not pay for loss for any of the above arising out of **business** pursuits unless from the unauthorized use of a credit card or automated teller card issued or registered to **you** for which **you** are personally liable.

We do not cover:

- (a) losses caused by a resident of **your** household;
- (b) losses caused by a person to whom the card has been entrusted;
- (c) losses arising out of **your** dishonesty.

We may make any investigation and settle any claim or suit that **we** decide is appropriate. Our obligation to defend any claim or suits ends when the amount **we** pay for the loss equals the limit of liability. **We** will pay up to \$2,500 for any one loss and a total amount of \$5,000 in all for losses in any one policy term, even if the losses involve more than one card, cheque forgery, lawsuit, or piece of counterfeit money, or involve multiple purchases, transactions or **occurrences**.

No deductible applies to this Additional Coverage.

(5) Emergency Services Forced Entry – Applies to Pak C Coverage Only

We will pay up to \$5,000 in all for loss or damage caused to the **dwelling** or detached private structure(s) when the fire, police or ambulance service has to force entry to the building(s) because of an emergency or perceived emergency involving **you** or **your** family. No deductible applies to this Additional Coverage.

(6) **Emergency Mobile Home Removal**

If **your dwelling** is a mobile home and must be moved due to endangerment by an **insured peril**, we will reimburse **you** to have it moved and returned to its original site. This coverage is subject to a limit of 5% of the amount insured under **Coverage A** and is part of and not in addition to the amount of insurance on the mobile home.

(7) **Fire Department Charges**

We will reimburse **you** up to \$2,000 or such other amount as may be specified on the **Coverage Summary Page**, if **you** are legally obligated to pay **your** municipal fire department for charges incurred for attending **your premises** to save or protect insured property or if they are needed to protect **your** property or property of others adjacent to **your premises**, from such a loss. This coverage will apply to all property and locations shown on **your Coverage Summary Page**. No deductible applies to this Additional Coverage.

(8) **Identity Fraud**

We will pay up to \$5,000 or the amount shown on the **Coverage Summary Page** for the reasonable costs and expenses incurred by **you** as a result of **identity fraud** that occurs or is discovered during the policy period. The limit applies regardless of the number of **insured** persons involved or affected. We will pay:

- (a) reasonable costs associated with registered mail, telephone expenses and facsimile transmissions to **businesses**, law enforcement agencies, financial institutions, credit agencies and similar credit grantors;
- (b) fees for the re-application of loans which had been declined as a result of incorrect or erroneous information;
- (c) the reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for law enforcement agencies, financial institutions, credit agencies, credit grantors or similar lenders;
- (d) earnings lost resulting from necessary time away from **your** employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants and legal counsel, up to \$250 per day to a maximum of \$2,000 for each **identity fraud occurrence**;
- (e) reasonable costs, fees or expenses associated with the replacing of Canadian or Provincial Government issued documentation, passports, driver's license and birth certificates;
- (f) reasonable legal fees incurred directly as a result of an **identity fraud occurrence**, with prior notice to **us** for:
 - (i) **Your** defense of lawsuit or claims brought 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;
- (g) Reasonable costs of obtaining up to two credit reports after an **identity fraud occurrence** has been reported to **us**, for a period of up to 12 months from the date of the reporting of the **occurrence**, but not limited by the expiry date of the policy.

We do not insure:

- (a) **your** fraudulent, dishonest or criminal acts;
- (b) **your** own use of **your** identity;
- (c) **your** commercial or **business** pursuits;
- (d) **your** intentional misuse of **your** identity;
- (e) any fraudulent, dishonest, criminal or intentional misuse of **your** identity by any resident of **your** household;
- (f) any losses covered under #4 above – Credit or Debit Cards, ... etc;
- (g) any losses covered by credit card insurance, bank insurance or other coverage available to **you**. This coverage will only apply once the other insurance available to **you** has been exhausted.

You are required to inform **your** local law enforcement agency of the **identity fraud occurrence**. No deductible applies to this Additional Coverage.

(9) Inflation Protection – Applies to Pak C Coverage Only

If there is a loss insured under Section 1 during the term of this policy, **we** will automatically increase the amounts of insurance shown on the **Coverage Summary Page** under Section 1 by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal date or from the date of the most recent change to the amounts of insurance shown on the **Coverage Summary Page**, whichever is the latest.

This protection does not apply to mobile homes or **vacant dwellings** .

(10) Lawns, Outdoor Trees, Shrubs and Plants

You may apply up to 5% of the amount of protection shown on **your dwelling** (or 5% of amount shown for Personal Property, if **you** are a condominium owner) to pay for loss or damage to lawns, outdoor trees, shrubs and plants owned by **you** on **your premises**. **We** will not pay more than \$1,000 for **your** lawn, any one tree, shrub or plant, including debris removal expenses.

We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism or malicious acts, as described under **insured perils**. This extension of coverage does not increase the amount of coverage available under **Personal Property with Special Limits of Insurance** for cannabis plants.

We do not insure any items grown for commercial purposes or sale.

(11) Lock Replacement – Applies to Pak C Coverage Only

We will pay up to \$1,000 for the replacement of locks or changing key combinations on **your dwelling** or private structures if the keys are stolen. **Your** policy must cover the peril of theft for this coverage to apply. No deductible applies to this Additional Coverage.

(12) Property Protection Coverage

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

(13) Safety Deposit Box

We will pay up to \$5,000 for loss or damage caused by any of the **insured perils** to **your** personal property while contained in a Bank (or Trust Company) safety deposit box.

(14) Temperature Change

We insure **your** personal property when damage is caused by a change of temperature that results from physical damage to **your dwelling, unit**, or equipment caused by an **insured peril**. This only applies to personal property in the **dwelling** or **unit** .

ADDITIONAL COVERAGES FOR TENANTS AND CONDOMINIUM UNIT OWNERS

(15) Damage to Dwelling

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

- (a) to the part of the **dwelling you** occupy as a private residence if damage is directly caused by theft or attempted theft;
- (b) to the interior of the part of the **dwelling you** occupy as a private residence if damage is directly caused by vandalism or malicious acts;

(16) Improvements and Betterments

If **you** are a tenant or **condominium unit owner we** insure improvements and betterments to **your premises** made by **you** or acquired at **your** expense, including:

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

If **you** are a Tenant, **we** will pay up to 10% of the amount shown for Personal Property or such other amount as may be specified on the **Coverage Summary Page**. If **you** are a **condominium unit owner**, **we** will pay up to 100% of the amount shown for Personal Property or such other amount as may be specified on the **Coverage Summary Page**. The loss or damage must be caused by a peril for which **you** are insured.

(17) Condominium Unit Owners Loss Assessment Coverage

If **you** are a **condominium unit owner**, **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 Coverage Summary Page** provided that:

- (a) the assessment is valid under the **condominium corporation's** governing rules and bylaws; and
- (b) 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**.

(18) Condominium Building Deductible Assessment Coverage

If **you** are a **condominium unit owner**, **we** will pay for a deductible assessed to **you** by the **condominium corporation** resulting from loss or damage to **your** condominium **unit** or common property up to a maximum of \$10,000. The loss or damage must be caused by a peril for which **you** are insured and the deductible shown on the **Coverage Summary Page** would apply.

(19) Condominium Unit Owners Contingent Insurance

If **you** are a **condominium unit owner**, **we** insure **your** interest in **your unit** against direct loss or damage by an **insured peril**, excluding any improvements or betterments (whether made by **you** or purchased by **you** under any sale agreement), if the **condominium corporation** has no insurance, its insurance is inadequate, or it is not effective, up to the amount of protection shown on **your Coverage Summary Page**.

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

INSURED PERILS, LIMITATIONS, & EXCLUSIONS

1. HOMEOWNERS PAK A, MOBILE HOME PAK A, TENANT PAK A OR CONDOMINIUM UNIT PAK A

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

(1) Fire or Lightning

(2) Explosion

(3) Smoke: This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the **premises**.

(4) Falling Object: This peril means a falling object which strikes the exterior of the **dwelling** or building, but not objects which strike because of snowslide, iceslide, landslide or any other earth movement.

(5) Impact by Aircraft or Land Vehicle: (Animals are not covered under this peril)

(6) Riot

(7) Vandalism or Malicious Acts: This peril does not include:

- (a) loss or damage occurring while the **dwelling** is **under construction** or **vacant** even if permission for construction or vacancy has been given by **us**;
- (b) damage caused by **you**, members of **your** household, or **your** employees; or by any tenant, employee or member of the tenant's household;
- (c) loss or damage caused directly or indirectly by theft or attempted theft.

(8) Water Escape, Rupture, Freezing: This peril means:

- (a) the sudden and accidental escape of **water** from within a **watermain**;
- (b) the sudden and accidental escape of **water** or steam from within a heating, sprinkler, air conditioning or plumbing system, or a **domestic water container** which is located inside **your dwelling**;
- (c) the sudden and accidental escape of **water** from outdoor plumbing systems or **domestic water container** which is located outside **your dwelling** and on **your premises**;

- (d) **water** which enters through an opening which has been created suddenly and accidentally by an **insured peril**.

But we do not cover loss or damage:

- (a) caused by continuous or repeated **seepage** or **leakage** of **water**;
- (b) caused by **flood**; this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but **you** are still insured for ensuing loss or damage which results directly from fire or explosion;
- (c) caused by backing up or escape of **water** from a sewer or drain, sump or septic tank;
- (d) caused by **ground water** or rising of the **water** table;
- (e) caused by **surface waters**, unless the **water** escapes from a **watermain** or **domestic water container** located outside **your dwelling**;
- (f) to **watermains**, heating, sprinkler, air conditioning or plumbing systems, or a **domestic water container** from which the **water** escaped;
- (g) to outdoor plumbing systems, **domestic water containers** and attached equipment located outside **your dwelling** and on **your premises**, caused by freezing or rupture;
- (h) occurring while the **dwelling** is **under construction** or **vacant**, even if permission for construction or vacancy has been given by **us**;
- (i) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or **domestic water container** unless it happens within a **dwelling** heated during the usual heating season and **you** have not been away from **your premises** for more than four consecutive days. However, if **you** had arranged for a competent person to enter **your dwelling** or **unit** daily to ensure that heating was being maintained or if **you** had shut off the **water** supply and had drained all the pipes and appliances, or if **you** have **your dwelling** electronically monitored 24 hours a day by a company that monitors and responds to **water**, **flood** or a low temperature signal, **you** would still be insured;
- (j) caused by freezing in an unheated portion of the **dwelling**;
- (k) caused by **ice damming**.
- (9) **Windstorm or Hail:** This peril does not include loss or damage to the interior of a building or its contents caused by windstorm, hail, snow or sleet, sand or dust or coincidental rain damage, unless the storm first creates an opening in the building.
This peril does not include loss or damage;
- (a) to outdoor radio or TV antennae, towers, satellite receivers and their attachments;
- (b) damage to a building while being moved or raised off its foundation;
- (c) damage caused by waves, **flood**, waterborne objects or the weight or pressure or melting of ice or snow, whether driven by wind or not;
- (d) for any dent damage to the outer metal covering of a mobile home, unless the metal is punctured (pierced to make an opening in the metal roofing or siding).
- (10) **Glass Breakage:** **We** insure glass that forms part of **your dwelling** or detached private structures on **your premises**, including glass in storm windows and doors, against accidental or malicious breakage. This peril does not include loss or damage occurring while a building is **under construction** or **vacant**, even if permission for construction or vacancy has been given by **us**.
- (11) **Transportation:** This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any vehicle of a common carrier.
This peril means loss or damage to:
- (a) **your** personal property while it is temporarily removed from **your premises**;
- (b) building fixtures and fittings when they are temporarily removed from **your premises** for repair or seasonal storage.
This peril does not include loss or damage to:
- (a) property in a cabin or home trailer which **you** own;
- (b) any watercraft, their furnishings, equipment or motors.
- (12) **Theft, Including Damage Caused by Attempted Theft:** This peril does not include loss or damage:
- (a) which happens at any other **dwelling** which **you** own, rent or occupy, except while **you** are temporarily living there;
- (b) caused by any tenant, tenant's employee or member of the tenant's household;

- (c) to property in or from a **dwelling under construction** or of materials and supplies for use in the construction until the **dwelling** is completed and ready to be occupied.
 - (d) to **vacant dwellings** even if **we** have given permission for vacancy.
- (13) **Collapse:** This peril means the collapse of foundations, walls, floors or roof of **your dwelling** or detached private structures caused by; an **insured peril**, the weight of contents, equipment or people or the weight of rain, ice, snow or sleet on the roof. This peril does not include loss or damage caused directly or indirectly:
- (a) to outside property such as awnings, fences, trellises, fiberglass or plastic roof coverings, swimming pools, patios, driveways, walks or retaining walls, outdoor radio and/or TV antennae, towers, satellite receivers and their attachments;
 - (b) by earthquake, or by the settling, cracking, expanding, contracting, moving, shifting or bulging of any **dwelling**;
 - (c) by rodents (such as squirrels and rats), insects or vermin (such as raccoons and skunks), bats or by dampness or dryness of atmosphere, rotting, rust or corrosion.
- We** do not cover loss or damage caused by collapse while **your dwelling** or detached private structure is **under construction** or **vacant**, even if **we** have given permission for construction or vacancy.
- (14) **Power Fluctuation Coverage:** This peril means the sudden and accidental loss or damage caused by artificially generated electrical current.
- (15) **Fuel Leakage:** This peril means the sudden and accidental escape of fuel from a permanently installed **domestic fuel tank** (including any attached equipment, apparatus or piping) that is part of a heating **unit** for the insured **dwelling** or detached private structure.

LOSS OR DAMAGE NOT INSURED

Property Excluded

We do not insure loss or damage to:

- (1) **your** insured property when **your dwelling** has, to **your** knowledge, been **vacant** for more than 30 consecutive days;
- (2) buildings, units or structures designed for agricultural purposes or used in whole or in part for **farming** or any other commercial or **business** purposes unless declared on the **Coverage Summary Page**;
- (3) **dwellings** (including mobile homes) or detached private structures while being moved or transported or while being raised off or lowered onto their foundation;
- (4) loss or damage to property on exhibit or display, or anytime **your** property is being held for sale by others;
- (5) any property illegally acquired, used, stored, transported or kept;
- (6) any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- (7) property resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
- (8) lawns, outdoor trees, shrubs or plants except as provided under Additional Coverages of this policy;
- (9) livestock, poultry or household pets;
- (10) property while undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property caused by an **insured peril** is covered;
- (11) retaining walls not constituting part of any insured building, except for loss or damage caused by the perils of Fire, Lightning, Impact by Land Vehicle or Aircraft or Vandalism or Malicious Acts;
- (12) buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing cannabis or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the **insured** is aware of such use of the property.

Perils Excluded

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

- (1) by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- (2) by any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning, or explosion of natural, coal or manufactured gas;
- (3) by contamination by radioactive material;
- (4) by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or **pollutants**, except damage to insured property caused by the sudden and accidental escape of fuel from a permanently installed domestic fuel tank (including any attached equipment, apparatus or piping) that is part of an approved heating unit for the insured **dwelling** or detached private structure;
- (5) by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust or corrosion;
- (6) by extremes of temperature, condensation (includes ice and/or frost from condensation), wet or dry rot, **fungi** or **spore(s)**, or contamination;
- (7) by scratching, abrasion, marring or chipping of any property or breakage of any fragile or brittle articles unless caused by a **specified peril**, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
- (8) by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects, bats or household pets, except loss or damage to building glass caused by birds;
- (9) by the cost involved to correct faulty material, workmanship or design;
- (10) because of increased costs of repair due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
- (11) by an intentional or criminal act or failure to act by:
 - (a) **you** or any other person **insured** by this policy; or
 - (b) any other person at the direction of any person **insured** by this policy; or
 - (c) **your** employees or anyone to whom the damaged or lost property is entrusted.

This exclusion applies only to the claim of a person:

- (a) whose act or omission caused the insured loss or damage;
- (b) who abetted or colluded in the act or omission;
- (c) who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
- (d) who is in a class prescribed by regulation.

An **insured** person to whom this exclusion does not apply must cooperate with **us** in respect of the investigation of the loss or damage, including without limitation:

- (i) by submitting to an examination under oath, if requested by **us**;
- (ii) by producing for examination at a reasonable time and place designated by **us**, documents specified by **us** that relate to the loss or damage; and
- (iii) by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by **us**.

They cannot recover more than their proportionate interest in the lost or damaged property.

- (12) by mysterious disappearance;
- (13) by impact of waterborne objects, including ice, whether driven by wind or not;
- (14) 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 insured for ensuing loss or damage resulting directly from fire or explosion.
- (15) by loss or damage to **data**; or resulting from, contributed to or caused directly or indirectly by **data problem**. However, if loss or damage caused by **data problem** results in the **occurrence** of further loss or damage to property insured that is directly caused by **Specified Perils** as defined in the policy, this exclusion shall not apply to such resulting loss or damage.

2. HOMEOWNERS PAK B

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

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

Additional Coverage for Homeowners Pak B & C

Freezer Contents/Food Spoilage: **We** insure foodstuffs while contained in any refrigerator or food freezer unit(s) located within (or on) **your premises** for loss up to \$1,000.00 per **occurrence** when caused by a power failure or mechanical breakdown of such unit(s). **You** may apply a part of this limit to any reasonable expenses incurred, excluding repair or replacement parts, to reduce or avert the loss.

We do not insure loss or damage:

- (a) due to deliberate manual disconnection of the electrical power supply on **your premises**;
- (b) caused by the operation of an electrical circuit breaker or fuse;
- (c) due to inherent vice and/or natural spoilage;
- (d) due to **your** failure to take all reasonable steps to prevent further loss or damage to the insured property.

3. HOMEOWNERS PAK C, MOBILE HOME PAK B, TENANT PAK B OR CONDOMINIUM UNIT PAK B

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

LOSS OR DAMAGE NOT INSURED

Property Excluded

We do not insure loss of or damage to:

- (1) **your** insured property when **your dwelling** has to **your** knowledge, been **vacant** for more than 30 consecutive days;
- (2) buildings, units or structures designed for agricultural purposes or used in whole or in part for **farming** or any other commercial or **business** purposes unless declared on the **Coverage Summary Page**;
- (3) **dwellings** (including mobile homes) or detached private structures while being moved or transported or while being raised off or lowered onto their foundation, or to belongings contained therein;
- (4) any property illegally acquired, imported, stored, transported, or kept;
- (5) any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- (6) property resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
- (7) lawns, outdoor trees, shrubs or plants except as provided under Additional Coverages of this policy;
- (8) books of account and evidence of debt or title and documents or other evidence to establish ownership or the right or claim to a benefit or thing;
- (9) property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property caused by an **insured peril** is covered;
- (10) household pets, unless the loss or damage is caused by a **Specified Peril** other than item (5) impact or item (10) transportation;
- (11) livestock or poultry;
- (12) sporting equipment where the loss or damage is due to its use;

- (13) property at any fairground, exhibition or exposition for the purpose of exhibition or sale;
- (14) retaining walls not constituting part of any insured building, except for loss or damage caused by the perils of Fire, Lightning, Impact by Land Vehicle or Aircraft or Vandalism or Malicious Acts;
- (15) buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, storing, distribution or sale of cannabis or any product derived from, or containing cannabis or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the **insured** is aware of such use of the property.

Perils Excluded

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

- (1) by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- (2) by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning, or explosion of natural, coal or manufactured gas;
- (3) by contamination by radioactive material;
- (4) by or resulting from contamination or pollution or the release, discharge or dispersal of contaminants or **pollutants**, except damage to **insured** property caused by the sudden and accidental escape of fuel from a permanently installed domestic fuel tank (including any attached equipment, apparatus or piping) that is part of an approved heating **unit** for the **insured dwelling** or detached private structure;
- (5) by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, or corrosion;
- (6) by extremes of temperature, condensation (includes ice and/or frost from condensation), wet or dry rot, **fungi** or **spore(s)**, or contamination;
- (7) by scratching, abrasion, marring or chipping of any property or breakage of any fragile or brittle articles unless caused by a **Specified Peril**, accident to a land vehicle, watercraft or aircraft, theft or attempted theft;
- (8) by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects, bats or household pets, except loss or damage to building glass caused by birds if the peril of Glass Breakage is covered under **your** policy;
- (9) by the cost involved to correct faulty material, workmanship or design;
- (10) because of increased costs of repair or replacement due to operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
- (11) by an intentional or criminal act or failure to act by;
 - (a) **you** or any other person **insured** by this policy, or;
 - (b) any other person at the direction of any person **insured** by this policy; or
 - (c) **your** employees or anyone to whom the damaged or lost property is entrusted.

This exclusion applies only to the claim of a person:

- (a) whose act or omission caused the insured loss or damage;
- (b) who abetted or colluded in the act or omission;
- (c) who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
- (d) who is in a class prescribed by regulation.

An **insured** person to whom this exclusion does not apply must cooperate with **us** in respect of the investigation of the loss or damage, including without limitation:

- (i) by submitting to an examination under oath, if requested by **us**;
- (ii) by producing for examination at a reasonable time and place designated by **us**, documents specified by **us** that relate to the loss or damage; and
- (iii) by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by **us**.

They cannot recover more than their proportionate interest in the lost or damaged property.

- (12) by settling, expansion, contraction, moving, bulging, buckling, or cracking (including cracking of ceilings or walls) except resulting damage to building glass;
- (13) accumulative damage, however caused;

- (14) by smoke from agricultural smudging or industrial operations;
- (15) by buildup of smoke – smoke damage must be sudden and accidental;
- (16) by any earth movement including, but not limited to, earthquake, landslide, snowslide, or iceslide. If any of these results in fire or explosion, **we** will pay only for the resulting loss or damage.

- (17) by **water** unless the damage directly resulted from:
 - (a) the sudden and accidental escape of **water** from within a **watermain**;
 - (b) the sudden and accidental escape of **water** or steam from within a heating, sprinkler air conditioning or plumbing system, or a **domestic water container** which is located inside **your dwelling**;
 - (c) the sudden and accidental escape of **water** from outdoor plumbing systems or **domestic water container** which is located outside **your dwelling** and on **your premises**;
 - (d) **water** which enters through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;

But we do not cover loss or damage:

- (a) caused by continuous or repeated **seepage** or **leakage** of **water**;
- (b) caused by **flood**; this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but **you** are still covered for ensuing loss or damage which results directly from fire or explosion;
- (c) caused by backing up or escape of **water** from a sewer or drain, sump or septic tank;
- (d) caused by **ground water** or rising of the **water** table;
- (e) caused by **surface waters**, unless the **water** escapes from a **watermain** or **domestic water container** located outside **your dwelling**;
- (f) to **watermains**, heating, sprinkler, air conditioning or plumbing systems, or a **domestic water container** from which the **water** escaped;
- (g) to outdoor plumbing systems, **domestic water containers** and attached equipment located outside **your dwelling** and on **your premises**, caused by freezing or rupture;
- (h) occurring while the **dwelling** is **under construction** or **vacant**, even if permission for construction or vacancy has been given by **us**;
- (i) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or **domestic water container** unless it happens within a **dwelling** heated during the usual heating season and **you** have not been away from **your premises** for more than four consecutive days. However, if **you** had arranged for a competent person to enter **your dwelling** or **unit** daily to ensure that heating was being maintained or if **you** had shut off the **water** supply and had drained all the pipes and appliances, or if **you** have **your dwelling** electronically monitored 24 hours a day by a company that monitors and responds to **water**, **flood** or a low temperature signal, **you** would still be covered;
- (j) caused by freezing in an unheated portion of the **dwelling**;
- (k) caused by **ice damming**.

- (18) by collapse of:
 - (a) outside property such as awnings, fences, trellises, fiberglass or plastic roof coverings;
 - (b) swimming pools, patios, driveways, walks or retaining walls, outdoor radio and/or TV antenna, towers, satellite receivers and their attachments.

- (19) by change of temperature unless the loss or damage:
 - (a) is to personal property kept in **your dwelling**; and
 - (b) is the result of physical damage to **your dwelling** or equipment caused by a peril not otherwise excluded;

- (20) by impact of waterborne objects, including ice, whether driven by wind or not;
- (21) by vandalism or malicious acts, by theft or attempted theft or glass breakage occurring while **your dwelling** is **under construction** or **vacant**, even if permission for construction or vacancy has been given by **us**;

- (22) due to vandalism or malicious acts caused by **you** or any members of **your** household, or **your** employees or by any tenant, employee or members of a tenant's household;

- (23) by theft or attempted theft by any tenant, members of a tenant's household or employees of the tenant;

- (24) 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 covered for ensuing loss or damage which results directly from fire or explosion;
- (25) by loss or damage to **data**; or resulting from, contributed to or caused directly or indirectly by **data problem**. However, if loss or damage caused by **data problem** results in the **occurrence** of further loss or damage to property insured that is directly caused by **Specified Perils** as defined in the policy, this exclusion shall not apply to such resulting loss or damage.

BASIS OF CLAIM PAYMENT

Dwelling Building, Private Structures and Personal Property

(Applicable to all of Section 1)

This section sets out certain rules, which apply in settling a claim for loss or damage to insured property. When coverage applies, **we** will pay for insured loss or damage up to **your** financial interest in the property as shown on your **Coverage Summary Page** but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one **occurrence**.

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

If **you** qualify for a tax credit, the loss payment will be reduced by that amount.

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

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

Actual Cash Value: will consider the cost to repair or replace the lost or damaged property, whichever is less, with new material of similar kind, quality and usefulness but with proper deduction for depreciation. In determining the proper deduction for depreciation, **we** will consider:

- a) the condition immediately before the loss or damage;
- b) the use of the property and its obsolescence;
- c) its resale value; and
- d) its normal life expectancy.

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

DWELLING BUILDING AND DETACHED PRIVATE STRUCTURES:

If **you** repair or replace the damaged or destroyed building on the same location with materials of similar kind and quality within a reasonable amount of time after the damage, **you** may choose as the basis of loss settlement either **(A)** or **(B)** below; otherwise settlement will be as in **(B)**

(A) The actual cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case **we** will pay in the proportion that the applicable amount of insurance bears to 80% of the **Replacement Cost** of the damaged building at the date of loss, but not exceeding the actual cost incurred. This means that if the amount of protection **you** have chosen is less than 80% of the **Replacement Cost** of **your** building, **you** will have to pay part of the loss. **We** will only pay up to the total amount of protection shown on the **Coverage Summary Page**.

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

Settlement will be **(B) Actual Cash Value** if any of the following occurs:

- **you** do not repair or replace **your dwelling** or private structures on a permanent foundation at the same site;
- **you** do not repair or replace **your dwelling** or private structures within a reasonable time after the loss;
- **you** do not re-occupy **your dwelling** as your principal residence.

If the **dwelling** is a Mobile Home, the basis of settlement will be **Actual Cash Value** .
We will not pay for increased costs due to any law or bylaw dealing with building or repair nor will **we** pay for any increased costs due to unnecessary delays on your part.

Guaranteed Replacement Cost (GRC):

If the **Coverage Summary Page** indicates that **Guaranteed Replacement Cost (GRC)** applies, the Basis of Claim payment for **dwelling** building is amended as follows:

- (1) Subject to paragraph (2) below, **we** agree to pay the actual cost reasonably incurred to repair or replace the **dwelling** on a permanent foundation at the same site with materials of like kind and quality using current building techniques, without deduction for depreciation, even if this exceeds the amount of insurance specified for **dwelling** building on the **Coverage Summary Page**. But **we** do not, however, pay for any loss, expense or increased cost of repair due to the operation of any law or ordinance regulating the zoning, repair, construction or reconstruction of buildings and their related services.
- (2) The forgoing agreement shall not be applicable and shall not be in effect unless **you** fully comply with the following conditions:
 - (a) the amount of insurance shown on the **Coverage Summary Page** applicable to **dwelling** building represents 100% of the cost to rebuild the **dwelling** insured as determined by a building evaluator acceptable to **us**;
 - (b) **you** must notify **us** of any additions, alterations or improvements **you** make to the building which increases its replacement cost by \$10,000 or more, within 30 days of the commencement. **You** agree to increase the amount of insurance applicable to **dwelling** building by an amount equal to the increase in the replacement cost of the building and to pay the additional premium for the increase;
 - (c) **you** must repair or replace the damaged or destroyed building within a reasonable time after the loss;
 - (d) **you** agree to accept each annual adjustment in the coverage limits of liability as recommended by **us** and pay the additional premium;
 - (e) **you** must re-occupy **your dwelling** as **your** principal residence.

Guaranteed Replacement Cost does not apply:

- (a) to any **dwelling** that is **vacant** at the time of the loss;
- (b) when the loss or damage is caused by the sudden accidental bursting or overflowing of **your domestic fuel tank**, apparatus or pipes.

Combined Limit Coverage

If the **Coverage Summary Page** indicates that **GRC** is included, **Combined Limit Coverage** is extended. **You** must comply with the conditions of **GRC** as stated above. This limit may be applied to any insured loss or damage to the property insured in this section of your policy except for personal property under Coverage C, which are subject to **Special Limits of Insurance** .

The combined limit of insurance is the sum of the amounts shown on the **Coverage Summary Page** for; (A) **Dwelling** Building, (B) Detached Private Structures, (C) Personal Property and (D) Additional Living Expenses and is the maximum amount we will pay for insured loss or damage in any one **occurrence**, unless stated otherwise.

If the limit of insurance stated on the **Coverage Summary Page** for any of these coverages A, B, C or D is inadequate to satisfy **your** loss, **you** may apply the unused limits of insurance remaining under any of these coverages, until the total limits of insurance under these coverages become exhausted.

In the event of an insured loss to the **dwelling**, the limit shown for **dwelling** is subtracted from the **Combined Limit** and that loss or damage to the **dwelling** is settled in accordance with **Guaranteed Replacement Cost**. The maximum amount of insurance available for insured loss or damage under Detached Private Structures, Personal Property and/or Additional Living Expenses will be the total of the individual amounts for those coverages.

Condominium Unit Owners Contingent Insurance:

We will pay for insured loss or damage up to the amount of your financial interest in the insured property or the amount of protection shown on the **Coverage Summary Page** (whichever is less), arising out of one **occurrence**. **We** will pay for insured loss or damage to the insured unit, less any amount recoverable from any insurance covering the collective interests of the **unit** owners, as follows:

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

Improvements and Betterments: (applicable to a Tenant or **Condominium Unit Owner**) We will pay for insured loss or damage up to the amount of your financial interest in the insured property or the amount of protection shown on the **Coverage Summary Page** (whichever is less), arising out of one **occurrence**, to **your** Improvements and Betterments. **We** will pay for insured loss as follows:

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

Mobile Homes:

In all cases, loss or damage to Mobile Homes and additions will be settled on **Actual Cash Value** basis.

Dent Exclusion: When the cause of loss is windstorm or hail, we will not pay for dent damage to metal roof or siding of mobile homes covered by this policy unless the metal is actually punctured.

Roofs: Roof Limitation for Dwelling Building and Detached Private Structures:

In the event of loss or damage in whole or in part, caused by windstorm or hail to the roof of your **dwelling** or private structure, payments will be settled on a **Limited Replacement Cost** basis. **We** will only pay for the insured loss to the area of **your** roof directly damaged. This applies even if you have **Guaranteed Replacement Cost**.

Limited Replacement Cost means the cost, including labour, material and all other related costs, to replace or repair **your** property based on the age, condition and the remaining life expectancy of **your** property at the time of loss.

Roof includes but is not limited to roof material, roof covering, roof accessories and venting, soffit, fascia, flashing, eavestroughs and downspouts connected to eavestroughs.

The **Limited Replacement Cost** is based on the following schedule:

Roof Material	Depreciation during first 15 years	Annual Depreciation % after year 15	Maximum Depreciation %
Asphalt/Fibreglass Composition Shingles Class 1-3	0%	10%	75%
Asphalt/Fibreglass Composition Shingles Class 4	0%	7%	75%
Architectural Shingles	0%	7%	75%
Membrane Roofing	0%	5%	75%
Metal, Tile, Rubber, Slate, Synthetic, Polymer, Concrete	0%	2%	75%
Wood Shakes or Shingles	0%	4%	75%
Built Up Tar and Gravel	0%	30%	75%
Other	0%	9%	
Soffit, Fascia, Vents Eavestroughs, Downspouts Connected To Eavestroughs	0%	5%	75%

This endorsement will not apply in the event of a total loss to a building or detached private structures subject to **Coverage A** or **B**.

All other limits, terms, conditions, provisions, definitions and exclusions shall have full force and effect.

PERSONAL PROPERTY (ON OR OFF PREMISES):

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

- (1) The property, at the time of loss, was useable for its original purpose and is not obsolete;
- (2) **You** have repaired or replaced the property promptly. If it is replaced with one of lesser quality, **we** will pay only the amount **you** paid for the replacement;
- (3) **We** must receive written proof (receipts) of replacement or repair in order to receive replacement cost coverage;
- (4) **You** may choose to settle on an **Actual Cash Value** basis initially. A subsequent claim may be made on a **Replacement Cost** basis for the difference to replace the property, but not later than 180 days after the payment of **Actual Cash Value** settlement to **you**;
- (5) **We** will not pay for increased costs due to unnecessary delays on **your** part.
- (6) **We** will keep any salvage or proceeds from the salvage.
- (7) **Electronic Media** – is reproduced from duplicates or from originals of the previous generation of the media (**we** will not pay the cost of gathering or assembling information or **data** for reproduction)
- (8) Software – **We** agree only to pay for the cost of replacing licensed software and only from duplicates or licensed originals of the lost or damaged version of the software.
- (9) Non-Electronic Records – For other records, including books of account, drawings or card index systems, **we** agree to pay the cost of transcribing or copying the records from duplicates and the cost of blank books, pages, cards, or other materials. **We** will not pay the cost of research to reproduce the following documents: books of account, financial statements, legal documents such as wills and mortgage documents, drawings or card indexed systems.

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

Property Subject to Actual Cash Value Settlements:

- (1) Property that is not in good, useable condition at the time of loss;
- (2) Property not in use at the time of loss that had been stored away and which had no specific future use;
- (3) Antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced;
- (4) Fur garments, garments trimmed with fur or wedding gowns that are 5 years of age from the date they were originally purchased new;
- (5) Property that has not been repaired or replaced after a loss;
- (6) Spare automobile, ATV and dirt bike parts and accessories;
- (7) Watercraft, their equipment, accessories, outboard motors, and jet propulsion personal watercraft, including unlicensed boat trailers that are more than five years of age from date they were originally purchased new.

Pair and Sets – Applies to Personal Property

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

Set – For items that are part of a set of two or more pieces, **we** will only pay for those parts that are lost or damaged by an **insured peril**. As an example, if a chair is damaged, **we** would only pay for the chair, not for the matching sofa, unless it also was damaged.

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

Causes of Loss Subject to Actual Cash Value Settlement:

If the **Coverage Summary Page** shows Sewer, Septic Tank, Drain or Sump Backup coverage applies and a Sewer Backup occurs, in the case of property in the cities of Regina, Saskatoon and Prince Albert, **we** will not pay more than the **Actual Cash Value** of the loss or damage to sub flooring and flooring forming part of **your dwelling** or **unit**. This limitation applies even if there is

another provision of this policy which may provide for a different basis of claim payment. Sewer backup means accidental discharge of sewage or **water** from a sewer, sump, septic tank or an eavestrough or downspout connected to a sewer.

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

Insurance Under More Than One Policy: If **you** have insurance on specifically described property, our policy will be considered excess insurance and **we** will not pay any loss or claim until the amount of such other insurance is used up. In all other cases, our policy will pay its ratable proportion of an insured loss.

SECTION 2

Liability Coverage

(Definitions are as previously listed)

COVERAGES

This insurance applies only to accidents or **occurrences** which take place during the term of this policy. The amounts of insurance are shown on the **Coverage Summary Page**. Each person **insured** is a separate **insured** but this does not increase the limit of insurance.

COVERAGE E – LEGAL LIABILITY

We will pay all sums which **you** become legally liable to pay as **compensatory damages** because of unintentional **bodily injury** or **property damage** caused by your negligence. The amount of insurance shown on the **Coverage Summary Page** is the maximum amount we will pay, under one or more Sections of Coverage E, for all **compensatory damages** in respect of one accident or **occurrence** other than as provided under **Defense Settlement- Supplementary Payments**, regardless of the number of **insureds** against whom a claim is made or action is brought.

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

You are covered for claims made against **you** arising from:

1. **Personal Liability – Legal Liability** arising out of **your** personal actions anywhere in the world.

You are not covered for claims made against **you** arising from:

- (1) the ownership, maintenance, use, operation or entrustment to others of any motorized vehicle, trailer, **farm** machinery or equipment or watercraft except those for which coverage is shown in this policy;
- (2) damage to property **you** own, use, occupy, rent or lease;
- (3) damage to property in **your** care, custody or control;
- (4) damage to personal property or fixtures as a result of work done on them by **you** or anyone on **your** behalf;
- (5) **bodily injury** to **you** or to any person residing in **your** household other than a **residence employee**.

2. **Premises Liability – Legal Liability** arising out of **your** ownership, use or occupancy of the **premises** defined in **Section 2**. This insurance also applies if **you** assume, by a written contract, the **legal liability** of other persons in relation to **your premises**.

You are not covered for claims made against **you** arising from:

- (1) damage to property **you** own, use, occupy or lease, sell, giveaway, or abandon;
- (2) damage to property in **your** care, custody or control;

- (3) damage to personal property or fixtures as a result of work done on them by **you** or anyone on **your** behalf;
 - (4) **bodily injury to you** or to any person residing in **your** household other than a **residence employee**.
- 3. Tenants Legal Liability** – **we** will pay compensatory damage to **premises** or to property contained within such premises that **you** rent or use or have in **your** custody or control, caused by:
- (1) fire,
 - (2) explosion,
 - (3) smoke due to a sudden, unusual and faulty operation of any heating or cooking **unit** in or on the **premises**, but not smoke from fireplaces,
 - (4) **water** escape from a heating, plumbing, sprinkler or air conditioning system or **domestic water container** located inside your premises,
 - (5) impact by land vehicle.
- You** are not **insured** for liability **you** have assumed by contract unless **your legal liability** would have applied even if no contract had been in force.
- 4. Employers' Liability** – **Legal Liability for Bodily Injury to Residence Employees** arising out of and in the course of their employment by **you**. **You** are not covered for claims made against **you** resulting from:
- (1) the ownership, use or operation of aircraft, unmanned air vehicles, drones or their equipment, while being operated or maintained by **your** employee; and
 - (2) liability imposed upon or assumed by **you** under any workers' compensation statute, disability benefits, or unemployment compensation, or any similar law.

There are other exclusions that apply to all coverages under Section 2. Refer to General Exclusions in this Section.

DEFENSE SETTLEMENT – SUPPLEMENTARY PAYMENTS

If a claim is made against **you** which alleges **bodily injury** or **property damage** and seeks **compensatory damages** for which **you** are insured under Coverage E, **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 pay only for the legal counsel **we** select. In addition to the limit of insurance under Coverage E **we** will pay:

- (1) all expenses which **we** incur;
- (2) all costs charged against **you** in any suit insured under Coverage E;
- (3) any interest accruing after judgment on that part of the judgment which is within the amount of insurance of Coverage E;
- (4) premiums for appeal bonds required in any insured law suit involving **you** and bonds to release any property that is being held as security, up to the amount of insurance, but **we** are not obligated to apply for or provide these bonds;
- (5) expenses which **you** have incurred for emergency medical or surgical treatment to others following an accident or **occurrence** insured by this policy;
- (6) reasonable expenses, including actual loss of income up to \$100 per day, which **you** incur at our request.

ADDED FEATURES OF YOUR PERSONAL LIABILITY COVERAGE

Coverage F – Voluntary Medical Payments

We will pay reasonable medical expenses, incurred within one year of the date of the accident, if **you** unintentionally injure another person or if they are accidentally injured on **your premises**. This coverage is available even though **you** are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses. The amount of insurance shown on the **Coverage Summary Page** is the maximum amount **we** will pay for each person in respect of one accident or **occurrence**.

We will not pay for:

- (a) 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;

- (b) medical expenses of any person covered by any workers' compensation statute;
- (c) **your** medical expenses or those of persons residing with **you** other than **residence employees**;
- (d) for claims arising out of the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is shown in this policy.

You shall arrange for the injured person, if requested, to:

- (a) give **us**, as soon as possible, written proof of claim, under oath if requested;
- (b) submit to physical examination at our expense by doctors **we** select as often as **we** may reasonable require;
- (c) authorize **us** to obtain medical and other records.

Proofs and authorizations may be given by someone acting on behalf of the injured person.

Coverage G – Voluntary Payment For Damage To Property

We will pay for unintentional direct damage **you** cause to property of someone else even though **you** are not legally liable. **You** may also use this coverage to reimburse others for direct **property damage** caused intentionally by anyone included in the definition of **you** or **your** who is 12 years of age or under.

You are not covered for claims:

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

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

- (1) the actual cash value of the property at the time of loss;
- (2) what it would cost to repair or replace the property with materials of similar quality at the time of loss;
- (3) the amount of insurance shown on the **Coverage Summary Page**.

We may pay for the loss in money or may repair or replace the property, and may settle any claim for loss of property with **you** or the owner of the property. **We** may take over any salvage if **we** wish. Within 60 days after the loss, **you** must submit to **us** (under oath if required) a Proof of Loss form containing the following information:

- (1) the amount, place, time and cause of loss;
- (2) the interest of all persons in the property affected;
- (3) the actual cash value of the property at the time of loss.

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

There are other exclusions that apply to these Coverages under Section 2. Refer to General Exclusions in this Section .

SPECIAL LIMITATIONS – SECTION 2

(A) WATERCRAFT

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

- (1) does not exceed 8 meters (26 feet) in length; and
- (2) is equipped with an outboard motor or motors of not more than 19 kw (25 hp) in total when used with or on a single watercraft; or
- (3) has an inboard or an inboard-outboard motor of not more than 38 kW (50 hp)

If **you** own any motors or watercraft that exceed the motor power or length stated above, **you** are insured only if Watercraft Liability Extension is shown on the **Coverage Summary Page**. If **you** acquire any of these (excluding Jet Propelled personal watercraft) after the effective date of this policy, **you** will be insured automatically for a period of thirty days only from the date of their acquisition.

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

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

You are not insured for damage to the watercraft itself.

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

- (1) being used for carrying passengers for compensation;
- (2) being used in any race or speed test or contest;
- (3) rented or leased by **you** to others;
- (4) being operated or controlled by **you** while **you** are under the influence of intoxicating liquor or drugs;
- (5) resulting from the operation of personal watercraft units in any area where their use and operation is restricted or prohibited;
- (6) caused by an operator under 16 years of age.

We do not insure **bodily injury or property damage** when a motorboat and/or personal watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

(B) MOTORIZED VEHICLES

Vehicles You Own: **You** are insured against claims arising out of **your** ownership, use or operation of the following, including their trailers and attachments:

- (1) self-propelled lawn mowers, snow blowers, lawn and garden tractors of not more than 22kW (30 HP), or implements used or operated mainly on **your premises**, provided they are not used for compensation or hire;
- (2) motorized golf carts while used or operated on **your premises** or on a golf course;
- (3) motorized golf carts while used or operated on any **premises** if coverage for the golf cart is shown on the **Coverage Summary Page**;
- (4) motorized wheelchairs or scooters having more than 2 wheels and specifically designed for the carriage of a person with a physical disability;
- (5) **Personal transporters**;
- (6) while on the insured **premises, recreational vehicles** if they are designed for use off public roads and are not required to be registered under any government authority;

Vehicles You Do Not Own: **You** are insured against claims arising out of **your** use or operation of any self-propelled land vehicle, amphibious vehicle or air cushion vehicle, including their trailers, which **you** do not own, provided that:

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

You are not insured for damage to the vehicle itself.

- (C) **TRAILERS:** **You** are insured against claims arising out of **your** ownership, use or operation of any trailer or its equipment, provided that such trailer is not being towed by, attached to or carried on a motorized vehicle.

(D) BUSINESS AND BUSINESS PREMISES

You are insured against claims arising out of:

- (1) **your** work for someone else as a sales representative, collector, messenger or clerk, provided that the claim does not involve injury to a fellow employee;
- (2) **your** work as a teacher, provided the claim does not involve physical disciplinary action to a **student** or injury to a fellow employee;
- (3) **your** personal actions during the course of **your** trade, profession or occupation which are not related directly to **your** trade, profession or occupation;
- (4) the temporary or part-time business pursuits of an **insured** person under the age of 21 years.

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

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

(E) LOSS ASSESSMENT FOR LIABILITY – CONDOMINIUM UNIT OWNERS

We will pay up to the amount of protection shown on **your Coverage Summary Page** in any one annual policy period for **your** share of special assessments made against **you** by the **Condominium Corporation**, if;

- (1) the assessments are valid under the **Condominium Corporation's** governing rules and bylaws; and
- (2) the assessment is made necessary by an **occurrence** which applies to Section 2 of this policy.

We will pay up to \$10,000 for that part of an assessment made against **you** for the deductible of the **Condominium Corporation's** insurance policy, unless **you** have purchased the Building Deductible Assessment Buyout, then the amount of protection shown on **your Coverage Summary Page** would apply. **Your** policy deductible will apply.

OPTIONAL COVERAGES – SECTION 2

COVERAGE H – JET PROPELLED PERSONAL WATERCRAFT LIABILITY

We provide the insurance described in this coverage only if an amount of insurance is shown for Jet Propelled Watercraft Liability on the **Coverage Summary Page**.

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

Coverage

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

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

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

Coverage H Exclusions – Loss or damage not insured:

- (1) **You** are not **insured** for claims of **bodily injury** or **property damage** arising from the ownership, maintenance, use or operation of the Jet Propelled Watercraft while it is:
 - (a) being operated or controlled by any person under 16 years of age;
 - (b) being operated or controlled by any person while under the influence of any intoxicating liquor or drugs;
 - (c) carrying passengers for a fee;
 - (d) in a race or speed test;
 - (e) rented or leased by **you** to others;
 - (f) being used for any illicit or prohibited trade or transportation;
 - (g) being used or operated in an area where the use or operation of a jet propelled watercraft is restricted or prohibited.
- (2) **You** are not insured for claims when the engine capacity of the personal watercraft exceeds 650cc.
- (3) **We** do not insure **bodily injury** or **property damage** when a motorboat and/or jet propelled watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

There are other exclusions that apply to this coverage. Refer to General Exclusions in this section.

COVERAGE I – ALL TERRAIN VEHICLE LIABILITY

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

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

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

Coverage

You are insured against claims made against **you** arising from the ownership, maintenance, use or operation of the All Terrain Vehicle described for this coverage on the **Coverage Summary Page**. The amount of insurance shown on the **Coverage Summary Page** for All Terrain Vehicle Liability is the maximum amount **we** will pay for all **compensatory damages** in respect of one accident or **occurrence**, regardless of the number of:

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

Coverage I Exclusions – Loss or damage not insured:

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

There are other exclusions that apply to this coverage. Refer to General Exclusions in this section.

Coverage I Optional Extension – Underage Operator

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

Underage Operator: If the **Coverage Summary Page** shows that the Underage Operator Option is included, **you** are insured for claims made against **you** because of **bodily injury** and **property damage** arising from the ownership, maintenance, use or operation of the All Terrain Vehicle while it is being operated by an operator between the ages of 12 years and 16 years.

We will not pay for claims when the engine capacity exceeds 250 c.c.

GENERAL EXCLUSIONS – SECTION 2 Applicable to Coverage E, F, G, H and I

Loss or Damage Not Insured

You are not insured for **Bodily Injury** or **Property Damage** resulting from, contributed to or caused directly or indirectly from:

- (1) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- (2) radioactive contamination or fallout;
- (3) **bodily injury** or **property damage** which is also insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of Insurers regardless of exhaustion of such policy limits or its termination;
- (4) **your business** or any **business, farming** or professional use of **your premises** except as specified in this policy;
- (5) the rendering or failure to render any professional service;

- (6) **bodily injury** or **property damage** caused by any intentional or criminal act or failure to act by:
 - (a) **you** or any person **insured** by this policy; or
 - (b) any other person at the direction of any person **insured** by this policy;
- (7) the ownership, use or operation of any aircraft, unmanned air vehicles, drones or their equipment or **premises** used as an airport or landing strip, and all necessary or incidental operations;
- (8) the ownership, use or operation of any motorized vehicle, trailer or watercraft except those for which coverage is provided in this policy;
- (9) the ownership, use or operation of any watercraft during participation in any race or speed contest other than a sailboat;
- (10) pollution of land, **water** or air. This exclusion does not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a hostile fire. A hostile fire means a fire which becomes uncontrollable or breaks from where it was intended to be;
- (11) the transmission of communicable disease by any person **insured** by this policy or arising out of the failure of any person **insured** by this policy to take steps to prevent the transmission or spread of any communicable disease;
- (12) any actual or alleged abuse or molestation, meaning any form of actual or threatened sexual, physical, psychological, mental and/or emotional abuse, molestation or harassment, including corporal punishment, directly or indirectly by:
 - (a) any person or named **insured** who is insured by this policy;
 - (b) any person or named **insured** who is insured by this policy having knowledge of such an activity taking place;
 - (c) any person or named **insured** who is insured by this policy failing to prevent such activity from taking place;
 - (d) at the direction of any person or any named **insured** who is insured by this policy;
- (13) the erasure, destruction, corruption, misappropriation or misinterpretation of **data**;
- (14) erroneously creating, amending, entering, deleting or using **data**;
- (15) 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**;
- (16) **bodily injury** or **property damage** caused by an animal **you** own or for which **you** are responsible and which, prior to the **occurrence** which gives rise to a claim, has been declared under law, bylaw or municipal ordinance to be a dangerous animal.
- (17) (a) directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of **fungi** or **spore(s)** however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of **fungi** or **spore(s)**; or
 - (b) any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with (a) above; or
 - (c) any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (a) or (b) above.
- (18) **terrorism** or by an activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism** regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

CONDITIONS – Applicable to Coverage E, F, G, H and I

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

- (1) the date, time, place and circumstances of the **occurrence**;
- (2) the names and addresses of witnesses and potential claimants.

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

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

Unauthorized Settlements – Coverage E: *You* shall not, except at *your* cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of accident.

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

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

Deductible – Coverage E: Our obligation under Coverage E – 1. **Personal Liability** and 3. **Tenants Legal Liability** to pay **compensatory damages** on *your* behalf applies only to the amount of **compensatory damages** in excess of any deductible amounts stated on the **Coverage Summary Page**. The limits of insurance applicable to each **occurrence** for **Property Damage** Liability and any one **premises** for Tenants Legal Liability will be reduced by the amount of such deductible. The terms of this insurance, including those with respect to our right and duty to defend any action seeking those **compensatory damages** and *your* duties in the event of any **occurrence**, claim or action, apply irrespective of the application of the deductible amount. **We** may pay any part or all of the deductible amount to effect settlement of any claim or action and upon notification of the action taken, *you* shall promptly reimburse *us* for such part of the deductible amount as has been paid by *us*.

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

Insurance Under More than One Policy: If *you* have other insurance which applies to a loss or claim, or would have applied if this policy did not exist, our policy will be considered excess insurance and **we** will not pay any loss or claim until the amount of such other insurance is used up.

SECTION 3

Miscellaneous Coverages

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

(A) ALL TERRAIN VEHICLE COVERAGE

If the **Coverage Summary Page** shows that ATV Coverage applies, **we** insure the All Terrain Vehicle(s) described, including its permanently attached equipment.

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

Insured Perils

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

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

Property Excluded

We do not insure loss or damage to any All Terrain Vehicle including its permanently attached equipment:

- (1) which is illegally acquired, kept, stored or transported, or any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
- (2) which is used for carrying people or property for compensation or which is chartered, leased or used for any commercial purpose;
- (3) which is used in any illegal trade or transportation or while being operated in any official race or speed test;

- (4) which is operated by any person under the influence of intoxicating liquor or drugs;
- (5) which is used outside the territorial limits described.

We do not cover loss or damage:

- (a) to tires unless the loss or damage is coincident with other loss or damage covered by this policy or is caused by fire, theft or vandalism.
- (b) to conversion kits, equipment or accessories that alter the design and or usage of the All Terrain Vehicle as defined in the All Terrain Vehicles Act(Sask)

Perils Excluded

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

- (1) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- (2) any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- (3) contamination by radioactive material;
- (4) contamination or pollution or the release, discharge or dispersal of contaminants or **pollutants**;
- (5) wear, tear, gradual deterioration, mechanical defects or breakdown, scratching, denting, chipping, electrolysis, rust, corrosion dampness or dryness of atmosphere, **fungi** or **spore(s)** or weathering;
- (6) birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) bats or insects;
- (7) any process of refinishing, renovating, repairing, servicing or maintenance;
- (8) ice, freezing or extremes of temperature;
- (9) by an intentional or criminal act or failure to act by;
 - (a) **you** or any other person **insured** by this policy, or;
 - (b) any other person at the direction of any person **insured** by this policy; or
 - (c) **your** employees or anyone to whom the damaged or lost property is entrusted.

This exclusion applies only to the claim of a person:

- a. whose act or omission caused the **insured** loss or damage;
- b. who abetted or colluded in the act or omission;
- c. who consented to the act or omission and knew or ought to have known that the act or omission would cause the **insured** loss or damage; or
- d. who is in a class prescribed by regulation.

An **insured** person to whom this exclusion does not apply must cooperate with **us** in respect of the investigation of the loss or damage, including without limitation:

- e. by submitting to an examination under oath, if requested by **us**;
 - f. by producing for examination at a reasonable time and place designated by **us**, documents specified by **us** that relate to the loss or damage; and
 - g.** by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by **us**;
 - h. cannot recover more than their proportionate interest in the lost or damaged property;
- (10) infidelity of others who borrow or use the property insured;
 - (11) by loss or damage to **data**; or resulting from, contributed to or caused directly or indirectly by **data problem**. However, if loss or damage caused by **data problem** results in the **occurrence** of further loss or damage to property **insured** that is directly caused by **Specified Perils** as defined in the policy, this exclusion shall not apply to such resulting loss or damage;
 - (12) **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.

Substitute Acquisition Clause

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

BASIS OF CLAIM PAYMENT

Actual Cash Value

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

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

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

(B) BOAT & MOTOR COVERAGE

If the **Coverage Summary Page** shows that Boat and Motor Coverage applies, **you** are insured against risks of direct physical loss or damage from any external cause, subject to the exclusions, limitations, terms and conditions below. This insurance applies only to insured property within the limits of Canada and the Continental United States of America.

We insure:

- (1) the boat(s) described on the **Coverage Summary Page** including its permanently attached equipment (except outboard motors) as well as oars, anchors, seat cushions, auxiliary fuel tanks, tarpaulins, fire extinguishers and spare propellers all pertaining to the described boat;
- (2) the motor(s) described on the **Coverage Summary Page** including fuel containers and electric starting equipment or controls supplied as integral equipment by the manufacturer;
- (3) boat and/or motor accessories described on the **Coverage Summary Page** and not included in 1 or 2 above.

Property Excluded

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

- (1) which is illegally acquired, kept, stored or transported, or any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
- (2) which is used for carrying people or property for compensation or which is chartered, leased or used for any commercial purpose;
- (3) which is used in any illegal trade or transportation or while being operated in any official race or speed test;
- (4) which is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements;
- (5) which is used outside the territorial limits described.

We will not pay for damage to a propeller or impeller if that is the only part that is damaged. But if other parts of **your** unit are damaged at the same time, then **we** will pay.

Perils Excluded

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

- (1) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- (2) any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- (3) contamination by radioactive material;
- (4) contamination or pollution or the release, discharge or dispersal of contaminants or **pollutants**;

- (5) wear, tear, gradual deterioration (including damage by marine life), mechanical defects or breakdown, scratching, denting, chipping, electrolysis, rust, corrosion, dampness or dryness of atmosphere, **fungi** or **spore(s)** or weathering;
- (6) birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) bats or insects;
- (7) any process of refinishing, renovating, repairing, servicing or maintenance;
- (8) ice, freezing or extremes of temperature;
- (9) by an intentional or criminal act or failure to act by;
 - (a) **you** or any other person **insured** by this policy, or;
 - (b) any other person at the direction of any person **insured** by this policy; or
 - (c) **your** employees or anyone to whom the damaged or lost property is entrusted.

This exclusion applies only to the claim of a person:

- a. whose act or omission caused the insured loss or damage;
 - b. who abetted or colluded in the act or omission;
 - c. who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
 - d. who is in a class prescribed by regulation.
- An **insured** person to whom this exclusion does not apply must cooperate with **us** in respect of the investigation of the loss or damage, including without limitation:
- e. by submitting to an examination under oath, if requested by **us**;
 - f. by producing for examination at a reasonable time and place designated by **us**, documents specified by **us** that relate to the loss or damage; and
 - g.** by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by **us**;
 - h. cannot recover more than their proportionate interest in the lost or damaged property;
- (10) infidelity of others who borrow or use the property insured;
 - (11) by loss or damage to **data**; or resulting from, contributed to or caused directly or indirectly by **data problem**. However, if loss or damage caused by **data problem** results in the **occurrence** of further loss or damage to property insured that is directly caused by **Specified Perils** as defined in the policy, this exclusion shall not apply to such resulting loss or damage;
 - (12) **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.

Substitute Acquisition Clause

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

Newly Acquired Equipment

If **you** acquire, as owner, any additional watercraft, outboard motors or miscellaneous equipment while this coverage is in effect, **we** will automatically insure it provided **you** tell **us** within 14 days of acquisition and pay any additional premium required. Under this condition, **we** will pay up to 25% of the amount of protection shown on **your Coverage Summary Page** or \$5,000, whichever is the lesser amount. It is specifically understood and agreed, however, that this coverage will cease to cover such items if they are not reported to **us** within the said 14 day period. Any loss or damage will not reduce the amounts of insurance provided by this coverage. If following payment of a claim, **you** acquire any articles to replace those which were lost or damaged, **you** must tell **us** within 14 days of acquisition.

BASIS OF CLAIM PAYMENT

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

We will pay on the basis of **Replacement Cost** provided that:

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

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

Replacement Cost means the cost, at the time of loss, of repairs or replacement (whichever is the lesser) of the insured item without deduction for depreciation. In no event will **we** pay more than the actual purchase price, the manufacturer's suggested list price at the original date of purchase, or the actual replacement cost, whichever is the lesser amount.

Loss or damage to tires and batteries and betterment resulting from the necessary repair or replacement of prior damage that was not repaired shall be settled on **Actual Cash Value** basis.

Actual Cash Value will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation. In determining the proper deduction for depreciation, **we** will consider:

- the condition of the property immediately before the loss or damage;
- the use of the property and its obsolescence;
- its resale value; and
- its normal life expectancy

Co-insurance: The amount of protection for each schedule item must be maintained to 80% of its value. **We** will not pay for a greater proportion of any loss than the amount of insurance bears to 80% of the value of the insured property at the time of loss.

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

(C) BUILDING BY-LAWS COVERAGE

If the **Coverage Summary Page** shows that Building By-Laws coverage applies, and if there is loss or damage to the **dwelling** or private structures caused by an **insured peril**, **we** will pay the additional cost of demolition, construction or repair which is required to comply with any law or ordinance regulating demolition, construction or repair of buildings, but only if the original construction, subsequent renovations or additions were compliant with building codes and bylaws at the time of construction or alteration and then only if it is actually repaired, rebuilt or replaced on the same site and for the same occupancy as described. **We** will pay only the least of the following:

- (1) the amount of insurance applicable to this coverage as shown on the **Coverage Summary Page**;
- (2) the minimum amount required to comply with any by-law, regulation, ordinance or law;
- (3) the actual amount **you** spend for the additional costs.

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

(D) FINE ARTS COVERAGE

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

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

Property Excluded – We do not insure loss or damage to:

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

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

- (1) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- (2) nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- (3) contamination by radioactive material;
- (4) contamination or pollution or the release, discharge or dispersal of contaminants or **pollutants**;
- (5) wear, tear, gradual deterioration, mechanical defects or breakdown, scratching, denting, chipping, electrolysis, rust, corrosion, dampness or dryness of atmosphere or by any **fungi** or **spore(s)**;
- (6) birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or bats or insects;
- (7) any process of refinishing, renovating, repairing, servicing or maintenance;
- (8) electrical currents, other than lightning;
- (9) weathering, ice, freezing or extremes of temperature;
- (10) by an intentional or criminal act or failure to act by:
 - (a) **you** or any other person **insured** by this policy, or;
 - (b) any other person at the direction of any person **insured** by this policy; or
 - (c) **your** employees or anyone to whom the damaged or lost property is entrusted.

This exclusion applies only to the claim of a person:

- a. whose act or omission caused the insured loss or damage;
- b. who abetted or colluded in the act or omission;
- c. who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
- d. who is in a class prescribed by regulation.

An **insured** person to whom this exclusion does not apply must cooperate with **us** in respect of the investigation of the loss or damage, including without limitation:

- e. by submitting to an examination under oath, if requested by **us**;
 - f. by producing for examination at a reasonable time and place designated by **us**, documents specified by **us** that relate to the loss or damage; and
 - g.** by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by **us**;
 - h. cannot recover more than their proportionate interest in the lost or damaged property;
- (11) infidelity of others who borrow or use the property insured;
 - (12) **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;
 - (13) property away from **your premises** for the purpose of exhibition.

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

Newly Acquired Articles: If **you** acquire any additional fine arts during the term this coverage is in effect, **we** will automatically insure these provided **you** notify **us** within 30 days of acquisition. **We** will adjust **your** premium on a pro rata basis from the date of the acquisition. Under this extension, **we** will not pay more than 25% of the amount of insurance shown on the **Coverage Summary Page** or \$5,000, whichever is the lesser amount. Any loss or damage will not reduce the amount of insurance provided by this coverage. If, following payment of a claim, **you** acquire any articles to replace those which were lost or damaged, **you** must tell **us** within 30 days of acquisition.

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

(E) FIRE DEPARTMENT CHARGES

If the **Coverage Summary Page** indicates that **you** have this coverage, **we** will pay up to the amount of protection specified if **you** are legally obligated to pay **your** municipal fire department for charges incurred for attending **your** premises to save or protect property insured or if they are needed to protect **your** property or property of others adjacent to **your** premises, from such a loss. This coverage will apply to all property and locations shown on **your Coverage Summary Page**. This coverage is not subject to a deductible.

(F) HOME SYSTEMS PROTECTION COVERAGE – UPDATED July 2023

If the Declaration Page shows that the Home Systems Protection Coverage applies “we” will provide the insurance described in this form in compliance with all applicable provisions (including but not limited to Conditions, Definitions and Exclusions) of “your” residential insurance policy. The most we will pay for loss, damage or expense under this form arising from any one home system breakdown is \$50,000. Coverage provided under this Endorsement does not increase any limit of liability under Section I. There is a “waiting period” for coverage. No claim incurred during the first thirty (30) days following the effective date is covered under the coverage provided by this Endorsement.

DEFINITIONS:

The following definitions are added:

“Actual Cash Value”

“Actual Cash Value” means the cost to replace the “Covered Home Equipment”, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation. In determining the proper deduction for depreciation, “we” will consider:

- (a) The condition of the property immediately before the loss or damage;
- (b) The use of the property and its obsolescence;
- (c) Its resale value; and
- (d) Its normal life expectancy.

“Covered Home Equipment”

1. “Covered home equipment” means property covered under Coverage A – Dwelling Building, Coverage B – Detached Private Structures or Coverage C – Personal Property:

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

2. None of the following is “Covered Home Equipment”:

- (a) supporting structure, cabinet or compartment;
- (b) insulating material associated with “Covered Home Equipment”;
- (c) household “water” piping other than boiler feedwater piping, boiler condensate return piping or “water” piping connected to a heating or air conditioning system;
- (d) wastewater piping or piping forming a part of a fire protective sprinkler or irrigation system;
- (e) buried or encased piping or buried vessels, however, interior buried or encased piping connected to a heating or air conditioning system is “Covered Home Equipment”;

- (f) fuel storage tank or septic tank;
- (g) software or electronic data; or
- (h) vehicle, whether or not designed for travel on public roads. This includes, but is not limited to a car, truck, motor home, motorcycle, all-terrain vehicle, moped, snowmobile, trailer, watercraft, aircraft, unmanned aerial vehicle, tractor or riding mower, except motorized: wheelchairs, scooters, toys or model aircraft.

“Cyber Event”

“Cyber Event” means cyber activity including but not limited to:

1. The introduction of malicious code including viruses, worms, Trojans, spyware and key loggers within “Covered Home Equipment”; or
2. Unauthorized electronic access to “Covered Home Equipment” or to electronic data or software within or used with “Covered Home Equipment”.

“Electronic Circuitry”

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

“Electronic Circuitry Impairment”

“Electronic Circuitry Impairment” means an accidental event involving “Electronic Circuitry” within “Covered Home Equipment” that causes “Covered Home Equipment” to suddenly lose its ability to function as it had been functioning immediately before such event. An “Electronic Circuitry Impairment” must also meet each of the following conditions:

1. “We” shall determine that the reasonable and appropriate remedy to restore such “Covered Home Equipment’s” ability to function is the replacement of one or more “Electronic Circuitry” components of the “Covered Home Equipment”.
2. The “Covered Home Equipment” must be owned or used by “you” or members of “your” family who reside with “you”.
3. None of the following is an “Electronic Circuitry Impairment”:
 - (a) Any condition that can be reasonably remedied by:
 - i. Normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
 - ii. Rebooting, reloading or updating software or firmware; or
 - iii. Providing necessary power or supply.
 - (b) Any condition caused by or relating to:
 - i. Incompatibility of the “Covered Home Equipment” with any software or equipment installed, introduced, or networked within the prior thirty (30) days; or
 - ii. Insufficient size, capability or capacity of the “Covered Home Equipment”.
 - (c) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.

“Equipment Breakdown”

1. “Equipment breakdown” means a sudden and accidental:

- (a) Mechanical breakdown; or
- (b) Electrical breakdown; or
- (c) Bursting, cracking or splitting;

of “Covered Home Equipment” that results in direct physical damage and requires repair or replacement of all or part of the damaged “Covered Home Equipment”.

2. None of the following is an “Equipment Breakdown”:

- (a) Rust, corrosion (including pinhole leaks), erosion, deterioration or gradual loss of efficiency or functionality of “Covered Home Equipment”;
- (b) Leakage or seepage at or from any connection, valve, fitting, shaft or seal;
- (c) Complete or partial interruption of electrical power, fuel or water supply, whether deliberate or accidental;
- (d) Any condition which can be corrected by resetting, recalibrating or by the performance

of maintenance; or

- (e) Cosmetic or other damage that does not impair functionality.

“Home System Breakdown”

1. “Home System Breakdown” means an “Equipment Breakdown” or “Electronic Circuitry Impairment”.
2. None of the following is a “Home System Breakdown”:
 - (a) Any programming error, programming limitation, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or media of any kind; or
 - (b) A “Cyber Event”.

However, an ensuing “Equipment Breakdown” or “Electronic Circuitry Impairment” will be considered a “Home System Breakdown”.

“One Home System Breakdown”

“One Home System Breakdown” means if an initial “Home System Breakdown” causes other “Home System Breakdowns,” all will be considered “One Home System Breakdown.” All “Home System Breakdowns” that are the result of the same event will be considered “One Home System Breakdown.”

“Waiting Period”

“Waiting Period” means the period of time specified which you must wait before any coverage comes into effect. Any “Home System Breakdown” which occurs during this time is not covered. You can file a claim only when the “Waiting Period” has passed.

PROPERTY COVERAGES:

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

1. Home Systems Protection

(a) Damage to “Covered Home Equipment”

“We” will pay for physical loss or damage to “Covered Home Equipment” that is the direct result of a “Home System Breakdown” that occurs on or off the “premises.” “We” will consider “Electronic Circuitry Impairment” to be physical damage to “Covered Home Equipment”.

(b) Spoilage

With respect to “your” food while contained in a refrigerator or freezer on the “premises”, “we” will pay:

i) for physical damage due to spoilage that is the result of a “Home System Breakdown”; and

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

Our payment will be determined based on the replacement cost of the food in a refrigerator or freezer at the time of the “Home System Breakdown”. “We” will pay up to \$500 or the Limit shown in “your” policy for Refrigerated Property Coverage, whichever is greater. However, in no event “we” will pay more than \$5,000 under this Spoilage coverage for any “One Home System Breakdown”, regardless of the number of appliances which stop working at the same time.

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

(c) Additional Living Expenses and Fair Rental Value

Coverage for Additional Living Expense and Fair Rental Value, as defined under Coverage D – Additional Living Expenses, is extended to the coverage provided by this Endorsement.

(d) Expediting Expenses

With respect to “your” “Covered Home Equipment” that is damaged as the result of a “Home System Breakdown”, “we” will pay the reasonable extra cost to:

- i) make temporary repairs; or
- ii) expedite permanent repairs or permanent replacement.

EXCLUSIONS:

Any exclusions in “your” policy for mechanical breakdown and electrical breakdown do not apply to this Endorsement.

The following exclusions are added:

1. Earth Movement

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

- (a) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- (b) Landslide, mudslide or mudflow;
- (c) Subsidence or sinkhole collapse;
- (d) Tsunami or volcanic eruption; or
- (e) Any other naturally occurring earth movement including earth sinking, rising or shifting.

2. Electrical Disturbance

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

3. Installation or Repair

"We" do not cover loss or damage to “Covered Home Equipment” while it is being installed, dismantled or repaired. However, this exclusion shall not apply if a covered “Home System Breakdown” necessitated such installation, dismantling or repair.

4. Property Perils

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

- (a) fire, including fire resulting from a “Home System Breakdown”, or Smoke;
- (b) water or other means used to extinguish a fire;
- (c) explosion;
- (d) lightning;
- (e) windstorm or hail;
- (f) impact by aircraft, spacecraft or land vehicle;
- (g) breakage of glass;
- (h) falling objects;
- (i) weight of snow, ice or sleet;
- (j) freezing caused by cold weather or resulting from a “Home System Breakdown”;
- (k) collapse;
- (l) riot or civil commotion;
- (m) vandalism or malicious act that causes damage or destruction, however, this exclusion does not apply to a "Cyber Event";
- (n) theft, including damage by attempted theft; or
- (o) flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not.

5. Water Damage

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

- a. water that backs up or overflows from a sewer, drain or sump; or
- b. any other water damage including water damage resulting from a “Home System Breakdown”.

6. Property Not Covered

"We" will not pay for any property that is not “Covered Home Equipment” except for spoiled food to

the extent it is covered under Spoilage in PROPERTY COVERAGES.

7. Property Covered Elsewhere

"We" will not pay for loss covered under the Property section of "your" Policy or under any extension endorsement attached thereto.

CONDITIONS:

The following Conditions are added:

1. Limit of Liability

The Limit of Liability under this Home Systems Protection coverage for loss, damage or expense during the policy period, arising from any "One Home System Breakdown" to "Covered Home Equipment", is \$50,000.

Individual coverages are subject to limits. The most we will pay under any such coverage for loss, damage or expense arising from any "One Home System Breakdown" is the amount indicated as the limit for that coverage in the PROPERTY COVERAGES. These limits are a part of, and not in addition to, the Home Systems Protection Limit of Liability.

2. Waiting Period

This Endorsement contains a "Waiting Period". No "Home System Breakdown" which occurs during the first thirty (30) days following the effective date of this Endorsement is covered.

This "Waiting Period" shall not apply to:

- (a) Any subsequent renewal of the Policy to which this Endorsement attaches; or
- (b) Where you had previous coverage substantially similar to that described in this Endorsement, provided that the effective date of this Endorsement immediately follows the expiry date of that previous coverage.

3. Deductible

"We" will pay only that part of the total payable loss, arising from any "One Home System Breakdown", that exceeds the Home Systems Protection Deductible shown in the Declaration Page, subject to the applicable Limit of Liability in this Endorsement.

4. Environmental, Safety and Efficiency Improvements

If "Covered Home Equipment" requires replacement due to a "Home System Breakdown," "we" will pay "your" additional cost to replace with equipment that is better for the environment, safer for people, or more energy or "water" efficient than the equipment being replaced.

However, "we" will not pay to increase the size or capacity of the equipment and "we" will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not apply to the replacement of component parts or to any property to which "Actual Cash Value" applies and does not increase any of the applicable limits.

5. Loss Settlement

Losses under this Endorsement will be settled as follows:

- (a) "Our" payment for damaged "Covered Home Equipment" that is less than fifteen (15) years old from the date of manufacture, will be the lesser of:
 - i. The applicable Limit of Liability;
 - ii. The cost to repair the damaged "Covered Home Equipment";
 - iii. The cost to replace the damaged "Covered Home Equipment" with similar kind, quality and capacity on the same premises; or
 - iv. The necessary amount actually spent to repair or replace the damaged "Covered Home Equipment".
- (b) "Our" payment for damaged "Covered Home Equipment" that is fifteen (15) years old or older from the date of manufacture, will be the lesser of:

- i. The applicable Limit of Liability;
 - ii. The cost to repair the damaged "Covered Home Equipment"; or
 - iii. The "Actual Cash Value" of the damaged "Covered Home Equipment".
- (c) Except as described in Condition 4. Environmental, Safety and Efficiency Improvements above, "you" are responsible for the extra cost of replacing damaged "Covered Home Equipment" with property of a better kind or quality or of a different size or capacity.
- (d) If "you" do not repair or replace the damaged "Covered Home Equipment" within twenty four (24) months after the date of the "Home System Breakdown", then we will pay only the lesser of:
- i. The cost it would have taken to repair or replace at the time of the "Home System Breakdown";
 - ii. The "Actual Cash Value" at the time of the "Home System Breakdown"; or
 - iii. The applicable Home Systems Protection Limit of Liability

(G) ICE DAMMING

If the **Coverage Summary Page** shows that the **Ice Damming** endorsement applies, **we** agree that coverage is extended to cover direct loss or damage caused by **ice damming**, meaning when melted snow refreezes forming a dam that can trap **water** under shingles or other roof finishing layers causing leaks through roof decks, joints and nail holes.

(H) IDENTITY FRAUD COVERAGE

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

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

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

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

Loss or Damage Not Insured

We do not insure:

- (1) **your** fraudulent, dishonest, or criminal acts;
- (2) **your** own use of **your** identity;
- (3) **your** commercial or **business** pursuits;
- (4) **your** intentional misuse of **your** identity;
- (5) fraudulent, dishonest, criminal or intentional misuse of **your** identity by any resident of **your** household;

Nor do **we** insure the following:

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

Deductible – No deductible applies to this coverage.

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

(I) INCREASED SPECIAL LIMITS COVERAGE

If the **Coverage Summary Page** shows that **Increased Special Limits** Coverage applies, the limits previously stated are replaced with the following:

- (a) \$7,500 in all for books, tools and instruments pertaining to a **business**, profession, trade or occupation, but only while on **your premises**. Other **business** property, including samples and goods held for sale, is not insured;
- (b) \$10,000 in all for securities, books of account, deeds, evidences of debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit;
- (c) \$250 on any one item and a total amount of \$3000 in all for losses in any one policy term for trading and collectible cards, comic books and sports memorabilia;
- (d) \$10,000 for each Medi chair, golf cart, motorized lawn mower, other motorized gardening equipment and snow blowers, including their attachments and accessories, up to \$20,000 in all;
- (e) \$5,000 in all for watercraft, their equipment, furnishings, accessories and motors. These are insured only for **specified perils** and theft or attempted theft. Loss or damage by windstorm or hail is insured only if they were inside a fully enclosed building, except for canoes and rowboats which are insured while in the open on **your premises**;
- (f) \$7,500 in all for computer software including **digital assets**. **We** do not insure the cost of gathering or assembling information or **data**;

For losses due to Theft, including damage caused by Attempted Theft, **we** will pay up to these amounts:

- (a) \$15,000 in all for jewelry, watches and gems, furs, fur garments and garments trimmed with fur;
- (b) \$5,000 in all for stamps and philatelic property (such as stamp collections);
- (c) \$1,000 in all for numismatic property (such as coin collection);
- (d) \$10,000 in all for silverware, silver-plated ware, goldware, gold-plated ware and pewterware.
- (e) \$2,000 for any one bicycle or unattached piece of equipment or \$5,000 for any one electric assisted bicycle (with max speed of 32 km/hr) including accessories and attached equipment.

This option also increases limits under "Additional Coverages" of Section 1 as follows:

(1) **Lawns, Outdoor Trees, Shrubs, and Plants (This coverage does not apply to a Seasonal Residence)**

The limit for any one tree, shrub or plant is increased to \$1,500. All other coverages are as defined and limited herein.

(2) **Credit or Debit Cards, Electronic Funds Transfer Cards, Forgery and Counterfeit Money**

The limits are increased to \$5,000 for any one loss and a total amount of \$10,000 in all

for losses in any one policy term. All other coverages are as defined and limited herein.

(3) Identity Fraud

The limit is increased to \$10,000 in total during the term of this policy. All other coverages are as defined and limited herein.

(4) Fire Fighting Charges

The limit is increased to \$3,000. All other coverages are as defined and limited therein.

(5) Lock Replacement – Applies to Pak C only

The limit is increased to \$2,000. All other coverages are as defined and limited therein.

(J) MISCELLANEOUS ARTICLES COVERAGE

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

Property Excluded

We do not insure loss or damage to:

- (1) any property illegally acquired or kept;
- (2) any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
- (3) any musical instrument played for a fee unless **we** have given our written permission;
- (4) breakage of fragile or brittle articles;
- (5) loss or damage to sporting or hobby equipment where the loss is due to their use;
- (6) property away from **your** premises for the purpose of exhibition.

Perils Excluded

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

- (1) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- (2) any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning, or explosion of natural, coal or manufactured gas;
- (3) by contamination by radioactive material;
- (4) by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or **pollutants**, except damage to insured property caused by the sudden and accidental escape of fuel from a permanently installed domestic fuel tank (including any attached equipment, apparatus or piping) that is part of an approved heating unit for the insured **dwelling** or detached private structure;
- (5) wear, tear, gradual deterioration, mechanical defects or breakdown, scratching, denting, chipping, electrolysis, rust, corrosion, dampness or dryness of atmosphere or by any **fungi** or **spore(s)**;
- (6) birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) bats or insects;
- (7) any process of refinishing, renovating, repairing, servicing or maintenance;
- (8) electrical currents, other than lightning;
- (9) weathering, ice, freezing or extremes of temperature;
- (10) by an intentional or criminal act or failure to act by:
 - (a) **you** or any other person **insured** by this policy; or
 - (b) any other person at the direction of any person **insured** by this policy; or
 - (c) **your** employees or anyone to whom the damaged or lost property is entrusted.

This exclusion applies only to the claim of a person:

- a. whose act or omission caused the insured loss or damage;
- b. whose act or omission caused the insured loss or damage;
- c. who abetted or colluded in the act or omission;
- d. who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
- e. who is in a class prescribed by regulation.

An **insured** person to whom this exclusion does not apply must cooperate with **us** in respect of the investigation of the loss or damage, including without limitation:

- f. by submitting to an examination under oath, if requested by **us**;

- g. by producing for examination at a reasonable time and place designated by **us**, documents specified by **us** that relate to the loss or damage; and
 - h. by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by **us**.
 - i. cannot recover more than their proportionate interest in the lost or damaged property;
- (11) infidelity of others who borrow or use the property insured;
- (12) **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.

This policy does not insure **data** or loss or damage resulting from, contributed to or caused directly or indirectly by **data problem**. However, if loss or damage caused by **data problem** results in the **occurrence** of further loss or damage to insured property that is directly caused by **specified perils**, this exclusion shall not apply to such resulting loss or damage.

SPECIAL CONDITIONS

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

Newly Acquired Articles: If **you** acquire any additional special belongings of the same type and nature during the term this coverage is in effect, **we** will automatically insure these provided **you** notify **us** within 30 days of acquisition. **We** will adjust **your** premium on a pro rata basis from the date of the acquisition. Under this extension, **we** will not pay more than 25% of the amount of insurance shown on the **Coverage Summary Page** or \$5,000, whichever is the lesser amount. Any loss or damage will not reduce the amount of insurance provided by this coverage. If, following payment of a claim, **you** acquire any articles to replace those which were lost or damaged, **you** must tell **us** within 30 days of acquisition.

BASIS OF CLAIM PAYMENT

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

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

Replacement Cost coverage will not apply to:

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

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

Insurance Under More Than One Policy: If **you** have other insurance on specifically described property, our policy will be considered excess insurance and **we** will not pay any loss or claim until the amount of such other insurance is used up. In all other cases, our policy will pay its rateable proportion of an **insured** loss.

(K) REDUCED GLASS DEDUCTIBLE

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

(L) SERVICE LINE COVERAGE – UPDATED July1, 2023

If the Declaration Page shows that the Service Line Coverage applies “we” will provide the insurance described in this form in compliance with all applicable provisions (including but not limited to Conditions, Definitions and Exclusions) of “your” residential insurance policy. The most “we” will pay for loss, damage or expense under this form arising from any “one service line failure” is \$10,000. There is a waiting period for coverage. No claim incurred during the first thirty (30) days following the effective date is covered under the coverage provided by this form.

DEFINITIONS:

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

Covered Service Line

1. “Covered Service Line” means exterior underground piping and wiring, including permanent connections, valves or attached devices providing one of the following services to “your” premises:
 - (a) communications, including cable transmission, data transmission, internet access and telecommunications;
 - (b) compressed air;
 - (c) drainage;
 - (d) electrical power;
 - (e) heating, including geothermal, natural gas, propane and steam;
 - (f) waste disposal; or
 - (g) water
2. A “Covered Service Line” must be owned by “you” or “you” must be responsible for its repair or replacement as required by law, regulation or service agreement. Should repair or replacement be “your” responsibility, a “Covered Service Line” ends at the precise location where “your” responsibility for such repair or replacement ends. However, in no event will a “Covered Service Line” extend beyond the point of connection to the main service or utility line.
3. “Covered Service Line” does not include:
 - (a) piping or wiring that is not connected and ready for use;
 - (b) that part of piping or wiring that runs through or under a body of water, including but not limited to a swimming pool, pond or lake;
 - (c) that part of piping or wiring that runs under the dwelling or other structure. however, this clause 3.(c) shall not apply to piping or wiring that runs under:
 - i. a driveway or walkway;
 - ii. a structure, such as a deck raised sufficiently from the ground that such piping or wiring can be accessed without damaging or dismantling any structure; or
 - (d) sprinkler system pipes.

“Earth Movement” means:

1. earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
2. landslide, mudslide or mudflow;
3. subsidence or sinkhole collapse;
4. tsunami or volcanic action; or
5. any other naturally occurring earth movement including earth sinking, rising or shifting.

“One Service Line Failure” means if an initial “Service Line Failure” causes other “Service Line Failures,” all will be considered “One Service Line Failure.” All “Service Line Failures” that are the result of the same event will be considered “One Service Line Failure.”

“Service Line Failure” means a leak, break, tear, rupture, collapse or electrical arcing of a “Covered Service Line” not otherwise excluded by this Endorsement. A “Service Line Failure” may be caused by, but is not limited to, the following perils:

1. wear and tear, marring, deterioration or hidden decay;
2. rust or other corrosion;
3. mechanical breakdown, latent defect or inherent vice;

4. weight of vehicles, equipment, animals or people;
5. vermin, insects, rodents or other animals;
6. artificially generated electrical current;
7. freezing or frost heave;
8. external force from a shovel, backhoe or other form of excavation; or
9. tree or other root invasion.

"Service line failure" does not include blockage, sag or low pressure of a "Covered Service Line" when there is no physical damage to the "Covered Service Line".

"Waiting Period"

"Waiting Period" means the period of time specified which "you" must wait before any coverage comes into effect. Any "Service Line Failure" which occurs during this time is not covered. "You" can file a claim only when the "Waiting Period" has passed.

COVERAGES:

The following coverages are added, subject to the limit provided under the Agreement section of this form:

1. Damage to "Covered Service Line"

"We" will pay for physical loss or damage to "your" "Covered Service Line" that is the direct result of a "Service Line Failure."

2. Excavation Costs

With respect to "your" "Covered Service Line" that is damaged as the result of a "Service Line Failure," "we" will pay the necessary and reasonable excavation costs that are required to repair or replace the damaged "Covered Service Line."

3. Expediting Expenses

With respect to "your" "Covered Service Line" that is damaged as the result of a "Service Line Failure", "we" will pay the reasonable extra cost to:

- (a) make temporary repairs; and
- (b) expedite permanent repairs or permanent replacement.

4. Outdoor Property

"We" will pay for "your" outdoor property, including but not limited to trees, shrubs, plants, lawns, walkways and driveways, that is damaged as a result of a "Service Line Failure" or that is damaged during the excavation of "your" "Covered Service Line" following a "Service Line Failure."

5. Additional Living Expenses

Coverage for Additional Living Expenses and Fair Rental Value, as described under Coverage D – Additional Living Expenses, is extended to the coverage provided by this Service Line Coverage.

EXCLUSIONS:

In addition to all other exclusions indicated in your Policy, the following exclusions are added to this Service Line Coverage:

1. Earth Movement

"We" will not pay for loss, damage or expense caused directly or indirectly by "Earth Movement", except for "Earth Movement" that results from the ground thawing after a freeze.

2. Increased Usage of Services

"We" will not pay additional costs incurred for loss or increased usage of "water", natural gas, propane or any other service caused by or resulting from a "Service Line Failure".

3. Installation or Repair

"We" will not pay for loss or damage to a "Covered Service Line" that is damaged while it is being installed, dismantled or repaired. However, this exclusion shall not apply if a covered "Service Line Failure" necessitated such installation, dismantling or repair.

4. Pollutant Clean Up

"We" will not pay to clean up or remove pollutants, hazardous waste or sewage.

5. Property Perils

"We" will not pay for loss, damage or expense caused directly or indirectly by any of the following

perils:

- (a) fire, including fire resulting from a "Service Line Failure", or smoke;
- (b) "water" or other means used to extinguish a fire;
- (c) explosion;
- (d) lightning;
- (e) windstorm or hail;
- (f) impact by aircraft;
- (g) breakage of glass;
- (h) riot or civil commotion;
- (i) theft, including damage by attempted theft; or
- (j) flood, surface "water", waves, tides, tidal waves, overflow of any body of "water" or their spray, all whether driven by wind or not or "water" that backs up or overflows from a sewer, drain or sump.

6. Property Not Covered

"We" will not pay for loss or damage to:

- (a) Septic systems, including leach fields, septic tanks, pumps, motors or piping that runs from the septic tank to the leach fields, other than loss or damage to covered waste disposal piping running from "your" dwelling or other structure to a septic tank ;
- (b) "Water" wells, including well pumps or motors;
- (c) Above ground heating and cooling systems, including heat pumps; or
- (d) Sprinkler system pumps, motors or heads.

7. Property Covered Elsewhere

"We" will not pay for loss covered under the Property section of "your" Policy or under any extension endorsement attached thereto.

CONDITIONS:

The following conditions are added:

1. Limit of Liability

The most we will pay under this Endorsement for loss, damage or expense during the policy period, arising from any "One Service Line Failure" to any "Covered Service Line" is \$10,000.

2. Waiting Period

This Endorsement contains a "Waiting Period". No "Service Line Failure" which occurs during the first thirty (30) days following the effective date of this Endorsement is covered.

This "Waiting Period" shall not apply to:

- (a) Any subsequent renewal of the Policy to which this Endorsement attaches; or
- (b) Where "you" had previous coverage substantially similar to that described in this Endorsement, provided that the effective date of this Endorsement immediately follows the expiry date of that previous coverage.

3. Deductible

"We" will pay only that part of the total payable loss, arising from any "One Service Line Failure", that exceeds the Service Line Deductible shown in the Declarations, subject to the applicable Limit of Liability in this Endorsement.

4. Environmental, Safety and Efficiency Improvements

If a "Covered Service Line" requires replacement due to a "Service Line Failure," "we" will pay "your" additional cost to replace with materials that are better for the environment, safer for people, or more energy or "water" efficient than the materials being replaced.

However, "we" will not pay to increase the size or capacity of the materials and "we" will not pay more than 150% of what the cost would have been to replace with similar kind and quality. This condition does not increase the limit that applies to this Service Line Coverage.

5. Loss Settlement

Losses under this Service Line Coverage will be settled as follows:

- (a) Our payment for damaged "Covered Service Line" will be the lesser of:
 - i. The applicable Limit of Liability;
 - ii. The cost to repair the damaged "Covered Service Line";
 - iii. The cost to replace the damaged "Covered Service Line" with similar kind, quality and capacity on the same premises; or
 - iv. The necessary amount actually spent to repair or replace the damaged "Covered

Service Line”.

(b) Except as described in Environmental, Safety and Efficiency Improvements above, you are responsible for the extra cost of replacing damaged “Covered Service Line” with materials of a better kind, quality or of a different size or capacity.

(c) You are responsible for the extra cost to alter or relocate “Covered Service Line”, unless such alteration or relocation is required by law or ordinance.

(d) You are responsible for any extra cost incurred to remove, replace or repair any structure when such cost is incurred to access the “Covered Service Line”.

6. Other Insurance Clause:

If there is other insurance that applies to a loss or claim or would have applied if this coverage did not exist, this coverage will be considered excess insurance and there will be no payment for any loss or claim until the amount of such other insurance is used up.

(M) SEWER, SEPTIC TANK, DRAIN OR SUMP BACKUP COVERAGE

If the **Coverage Summary Page** shows that Sewer Backup coverage applies, **we** will provide the insurance described in compliance with all applicable provisions (including but not limited to Conditions, Definitions and Exclusions) of **your** residential insurance policy. **We** will pay up to the limit shown for loss or damage caused by the perils provided by this coverage, subject to the limits shown on the **Coverage Summary Page**.

This is a separate amount of insurance that does not add to the total amount of protection stated on your **Coverage Summary Page**.

If **GRC** is shown on your **Coverage Summary Page** and **Combined Limit** coverage is extended, it does not apply to loss or damage provided under this coverage.

Perils Insured

You are insured against direct physical loss or damage to insured property caused by the sudden and accidental backing up or escape of water or sewage within **your** dwelling or detached private structures on **your** premises from a sewer, septic system, sump pit or drain.

Loss or Damage Excluded

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

- (1) backup, discharge or escape or overflow of **water** or sewage from public sewers or drains outside **your dwelling**;
- (2) continuous or repeated **seepage** or **leakage** of **water** or sewage;
- (3) **flood, ground water** or **surface water** unless there is clear evidence that **flood water, ground water** or **surface water** in **your dwelling** or detached private structures where the sewer backup loss occurred, entered solely from the sewer, sump or septic system into **your dwelling** or detached private structures;
- (4) backup or accidental discharge or escape of **water** or sewage from a sewer, sump or septic tank resulting from or contributed to by **flood, surface water** or **ground water** unless there is clear evidence that **water** or sewage in **your dwelling** or detached private structures where the sewer back up loss occurred, entered solely from the sewer, sump, or septic system into **your dwelling** or detached private structures;
- (5) waves, tidal waves, tsunamis, storm surge, **seiche**, spray, ice, waterborne ice, shoreline ice buildup or waterborne objects, whether any of these are driven by wind or not;
- (6) From any earth movement including but not limited to, earthquake, landslide, snow slide or ice slide;
- (7) Occurring while the **dwelling** or detached private structure is **under construction** or **vacant**, even if permission for construction or **vacancy** has been given by **us** .

Deductible

We will only pay the amount by which the insured loss or damage exceeds the deductible shown on the **Coverage Summary Page** .

(N) WATER PROTECTION COVERAGE

If the **Coverage Summary Page** shows that **Water Protection Coverage** applies, it is agreed that coverage is extended to include direct loss or damage to insured property caused by the perils provided by this endorsement subject to the limits shown on the **Coverage Summary Page** for this coverage. If the location to which **Water Protection** applies shows that Guaranteed Replacement Cost applies, we will pay up to a maximum of 125% of the amount of protection shown on the **Coverage Summary Page** for the **dwelling** to repair or replace

your dwelling.

This is a separate amount of insurance that does not add to the total amount of protection stated on your **Coverage Summary Page**.

If **GRC** is shown on your **Coverage Summary Page** and **Combined Limit** coverage is extended, it does not apply to loss or damage provided under this coverage.

Perils Insured

You are insured against direct physical loss or damage to insured property caused by:

- (1) **Flood** – which, for the purpose of this endorsement, shall mean the rising of, the breaking out or overflow of any inland body of **water** whether natural or man-made;
- (2) **Surface Water** – the sudden and accidental entrance of **surface water** that enters **your dwelling** through a point at or above the surface of the ground;
- (3) **Ground Water** – the sudden and accidental entrance of **ground water** into **your dwelling** through basement walls, foundations or floors resulting from and happening at the same time as a **flood** or surface **water**; or
- (4) **Sewer Backup** – the sudden and accidental backup or escape of **water** or sewage from a sewer, septic system, sump pit or drain.

Loss or Damage Excluded

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

- 1) waves, tides, tidal waves, tsunamis, storm surge, or **seiche**, spray, ice, waterborne ice, shoreline ice buildup or waterborne objects, whether any of these are driven by wind or not;
- 2) the escape of **water** that results from the intentional breach of any man-made structure constructed for the purpose of holding back, containing or controlling any body of **water**. These structures include but are not limited to dams, dikes or levees;
- 3) the entrance of **ground water** into **your dwelling** or detached private structure through basement walls, foundations or floors unless sudden and accidental and results from or happens at the same time as **flood** or **surface water**. This exclusion also applies to the entry of **ground water** related to the seasonal melting of ice and snow and water escaping, running or overflowing from an eavestrough or downspout unless sudden and accidental and results from or happens at the same time as **flood** or **surface water**;
- 4) continuous or repeated **seepage** or **leakage** of **water** or sewage;
- 5) from any earth movement including, but not limited to, earthquake, landslide, snow slide, or ice slide;
- 6) back up, discharge or escape or overflow of **water** or sewage from public **watermains**, sewers or drains outside **your dwelling**;
- 7) occurring while the **dwelling** or detached private structure is **under construction** or **vacant**, even if permission for construction or **vacancy** has been given by **us** .
- 8) to Lawns, Outdoor Trees, Shrubs and Plants. **We** will only pay to replace soil washed away by floodwaters if it becomes necessary in order to repair or replace insured dwelling damaged by an insured loss under this coverage.

These exclusions apply whether or not there are one or more other causes or events (whether covered or not) that contribute at the same time or in any other sequence to the loss or damage happening. All other terms, conditions, limitations and exclusions of the policy apply.

Deductible

We will only pay the amount by which the insured loss or damage exceeds the deductible shown on the **Coverage Summary Page**.

SECTION 4 CONDITIONS

CONDITIONS REQUIRED BY LAW

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

STATUTORY CONDITIONS

(1) MISREPRESENTATION

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

(2) PROPERTY OF OTHERS

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

(3) CHANGE OF INTEREST

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

(4) MATERIAL CHANGE

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

(5) TERMINATION

- (1) This contract may be terminated:
 - (a) by the **Insurer** giving to the **insured** 15 days notice of termination by registered mail, or five days written notice of termination personally delivered;
 - (b) by the **insured** at any time on request.
- (2) Where this contract is terminated by the **Insurer**:
 - (a) the **Insurer** shall refund the excess premium actually paid by the **insured** over the pro rata premium for the expired time, but in no event, shall the pro rata premium for the expired time, be deemed to be less than any minimum retained premium specified; and
 - (b) the refund shall accompany the notice unless the premium is subject to adjustment or termination as to amount, in which case the refund shall be made as soon as practicable.
- (3) Where this contract is terminated by the **insured**, the **Insurer** shall refund as soon as practicable the excess of premium actually paid by the **insured** over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order, or by cheque payable at par.
- (5) The fifteen days mentioned in clause (a) (i) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

(6) REQUIREMENTS AFTER LOSS

- (1) Upon the occurrence of any loss of or damage to the **insured** property, the **Insured** shall, if 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 insurances and the names of other *Insurers*;
 - (v) showing the interest of the *insured* and of all others in the property with particulars of all liens, encumbrances and other charges upon the property;
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
 - (vii) showing the place where the property *insured* was at the time of loss;
 - (c) if required give a complete inventory of undamaged property and showing in detail quantities, cost, **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.

(7) FRAUD

Any fraud or willfully false statement in a statutory declaration in relation to the particulars under Statutory Condition 6 invalidates the claim of the person making the declaration.

(8) WHO MAY GIVE NOTICE AND PROOF

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

(9) SALVAGE

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

(10) ENTRY, CONTROL, ABANDONMENT

After loss or damage to insured property, the *insurer* has:

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

(11) APPRAISAL

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

(12) WHEN LOSS PAYABLE

The loss is payable within sixty days after completion of the proof of loss in accordance with Statutory Condition 6 and delivered to the **Insurer**, unless the contract provides for a shorter period.

(13) REPLACEMENT

(a) 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 proof of loss.

(b) In that event, the **Insurer** shall commence to so repair, rebuild, or replace the property within forty five days after receipt of the proof of loss, and shall thereafter proceed with all due diligence to the completion thereof.

(14) ACTION

Repealed

(15) NOTICE

Any written notice to the **Insurer** may be delivered at, or sent by registered mail to, the chief agency or head office of the **Insurer** in the Province. Written notice to the **insured** named in the contract may be personally delivered to or sent by registered mail addressed to the **insured** at the last known post office address as provided to the **Insurer**. In this condition, the expression registered means registered in or outside Canada.

ADDITIONAL CONDITIONS

(1) **NOTICE TO AUTHORITIES** Where the loss is due to a malicious act, burglary, robbery, theft or attempted theft, or is suspected to be so, **you** must notify the police or other authority immediately.

(2) **NO BENEFIT TO BAILEE** **We** will not recognize any assignment or provide any coverage for the benefit of any bailee, which includes any person or organization hold, storing, or transporting property for a fee regardless of any other provision of this policy.

(3) **PAIR AND SET** In the case of loss or damage to any article or articles, whether scheduled or unscheduled, which is or are a part of a set, **we** will pay only a reasonable and fair proportion of the total value of the set, and such loss or damage will not be understood to mean total loss of the set.

(4) **PARTS** In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, **we** will not pay for more than the insured value of the part lost or damaged, including the cost of installation.

(5) **YOUR DUTY AFTER LOSS** It is **your** duty in the event that any property insured by this policy is lost to take all reasonable steps to recover such property. **We** will contribute pro rata towards any reasonable and proper expenses in connection with such efforts according to the respective interests of the parties.

(6) TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Your rights to recover any part of **your** loss, for which **we** have made or agreed to make payment under this policy, are transferred to **us**. **You** must not impair those rights and must help **us** enforce them. When the net amount recovered after deducting the costs of recovery is not enough to provide a complete indemnity for the loss or damage suffered, that amount will be divided between **you** and **us** in the proportion in which the loss or damage has been borne by **you** and **us**.

(7) **REBUILDING CLAUSE** If the **Coverage Summary Page** shows that the Rebuilding Clause applies, to the building(s) specified on the **Coverage Summary Page**, this clause applies to those specified buildings. In the event an **insured peril** damages or destroys any of the buildings to which this rebuilding clause applies, **you** must complete and submit a Proof of Loss form to **us**. Upon receipt of the Proof of Loss form, **we** will make a first payment of only fifty percent of the amount of loss payable on the damaged or destroyed building(s). The amount of loss payable will be the lesser of:

(a) the actual amount of the damage; or

(b) the limit of the insurance applicable to the damaged or destroyed buildings. The balance of the amount of loss payable is subject to the following:

- (i) If **you** notify **us** of **your** intention to repair, rebuild or replace the damaged building(s) within three hundred feet (90 meters) of its original site on lands **you** own at the time of the loss with a building(s) of like use and **you** provide **us** with satisfactory proof within twelve months of the date of loss, that **you** spent or contracted to spend an amount not less than the total amount of all insurance payable in doing so, **we** will pay the balance of the amount of loss payable under this policy within thirty days;
 - (ii) If **you** notify **us** of **your** intention to rebuild or replace any building(s) which have been damaged or destroyed with a building(s) of like use on lands **you** own at the time of the loss within the Province of Saskatchewan but at a distance of more than three hundred feet from the site of the damaged or destroyed building(s) sought to be replaced, and provide **us** with satisfactory proof within twelve months of the date of loss that **you** spent or contracted to spend an amount not less than the total amount of all insurance payable, in doing so, **we** will pay **you** the balance of funds within thirty days up to seventy five percent of the amount of loss payable under this policy;
 - (iii) If due to any regulation or law applying to construction or repair **you** are prohibited from repairing or rebuilding the damaged building(s) on the same site, and notify **us** of **your** intention to rebuild or replace the destroyed building(s) with a building(s) of like use on land **you** own on other than the same site within the Province of Saskatchewan and **you** provide **us** with satisfactory proof within twelve months of the date of loss, that **you** spent or contracted to spend an amount not less than the total amount of all insurance payable in doing so, **we** will pay **you** the balance of the amount of loss payable under this policy, within thirty days;
 - (iv) If **you** do not comply with the conditions of Clauses (i) or (ii) or (iii), the first payment will be the only payment for the loss;
 - (v) If two or more items are subject to this clause, it will apply separately to each item.
- (8) **AUTOMOTIVE FUELS** Any fuels used for automotive purposes must be stored in accordance with government regulations.
- (9) **LIBERALIZATION CLAUSE** During the term of this policy, if **we** adopt and publish for use any forms, endorsements or rules which would extend or broaden the insurance provided by this policy, without additional premium charge, either by endorsement or substitution, then such extended or broadened insurance will apply to loss occurring after the effective date of such adoption and publication as though such endorsement or substitution had been made.
- (10) **NON-WAIVER** This policy is subject to the terms and conditions set forth in it together with such other terms and conditions as may be endorsed or added to it. **We** shall not be deemed to have waived any term or condition of this policy in whole or in part, unless our waiver is clearly stated and in writing, and is signed by a person authorized to do so. In addition, neither **we** nor **you** may be lawfully considered to have waived any term or condition of this policy by any act relating to the appraisal of the amount of a claim, the delivery or completion of proof or the investigation of or adjustment of any claim under the policy.
- (11) **EXAMINATION OF INSURED** In the event of a claim under this policy, **you** must submit to examination under oath, at our request, and produce for examination at such reasonable place and time as designated by **us** or our representative, all documents in **your** possession or control that relate to the matters in question, and **you** must permit extracts and copies of such documents to be made.

STANDARD MORTGAGE CLAUSE

(Approved by The Insurance Bureau of Canada)

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

Coverage Summary Page

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



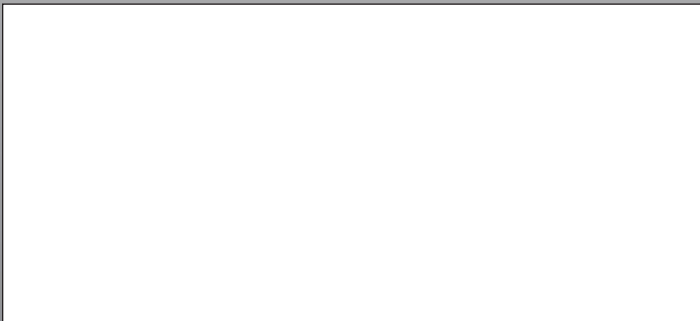


Germany Mutual Insurance Co.

Box 477
Langenburg, SK
S0A 2A0

Phone
(306) 743-5363

email: germania@sasktel.net
www.germaniainsurance.ca



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