

Chartis Insurance Company of Canada
(Herein called the “Company”)

Chartis Programs

TENANT INSURANCE FORM
A GUIDE TO YOUR POLICY

This form consists of two (2) sections:

SECTION I describes the insurance on your property. It also includes additional living expenses in certain circumstances. **SECTION II** describes the insurance for your legal liability for bodily injury to others or damage to the property of others arising out of your premises or your personal actions. It also includes benefits following injury or damage to the property of others in certain other circumstances.

IMPORTANT:

THIS POLICY CONTAINS VARIOUS EXCLUSIONS, LIMITATIONS AND CONDITIONS THAT MAY ELIMINATE, RESTRICT OR OTHERWISE LIMIT COVERAGE. THEY HAVE BEEN CLEARLY IDENTIFIED THROUGHOUT THIS POLICY FORM. PLEASE READ THEM CAREFULLY.

This policy form is written in plain language so that you may properly understand the coverage you have purchased.

AGREEMENT

We provide the insurance as described in this policy in return for payment of the premium, and coverage is subject to the terms and conditions set out herein.

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

All amounts of insurance, premiums and other amounts expressed in this policy are in Canadian currency and payments made under this policy will be in Canadian currency.

SECTION 1 – PROPERTY COVERAGES

Definitions

Some words and phrases used in this policy have special meaning and are defined below.

“**Business**” means continuous or regular pursuit undertaken for financial gain including a trade, profession or occupation, and the storage of related merchandise.

“**Cash Card or Plastic Money**” means a card storing electronic cash and used as a method of payment, which at the time of the purchase transaction, does not require any personal identification (PIN), signature or authorisation.

“**Certificate of Insurance**” outlines the details of your insurance coverage and evidences the coverage you have purchased.

“**Civil Authority**” means an authority as defined in any Act or Regulation. It shall mean any person acting under the authority of the Governor General in Council of Canada or Lieutenant Governor in Council of a Province or Territory 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.

“**Collection**” means a group of related objects of the same type.

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

“**Data Problem**” means the:

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

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

“**Dwelling**” or “**Unit**” means the rented accommodations, either an apartment or a townhouse, described on the Certificate of Insurance wholly or partially occupied by your as a private residence.

“**Earthquake Shock**” includes earthquake, landslide, snowslide, volcanic eruptions, other earth movements and tidal waves occurring at the same time as, and directly resulting from earthquakes that occur within 72 consecutive hours during the Policy Period.

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

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

“Insured” means the person(s) named as insured on the Certificate of Insurance and, while living in the same household:

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

Spouse means:

- two persons, either of the same or opposite sex, who are married to each other or who have together entered into a marriage that is voidable or void, or
- two persons, either of the same or opposite sex, who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three (3) years or, if they are the natural or adoptive parents of a child for a period of one (1) year.

In addition, a student who is enrolled in, and actually attends a school, college or university and who is dependent on the named insured or his or her spouse for support and maintenance is also insured, even if temporarily residing away from the dwelling or unit indicated on the Certificate of Insurance.

Only the person(s) named on the Certificate of Insurance may take legal action against us.

“Insured Peril” means any cause of loss that is not specifically excluded under this policy.

“Policy Period” means the term of duration of the policy, commencing on the policy effective date and ending on the policy termination date as shown on the Certificate of Insurance.

“Pollutant” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, pesticides, herbicides, waste (materials to be recycled, reconditioned or reclaimed), whether from agricultural smudging or industrial operations or any other source.

“Plumbing System” means water supply, distribution and disposal piping on the premises, including

appliances and equipment attached thereto, between their connection points to a public or private system.

“Premises” means the dwelling or unit and includes garages, outbuildings and private approaches reserved for your use or occupancy only. “Premises” also means the location where a student resides and who is insured by this policy while temporarily living away from the dwelling or unit for the purpose of attending a school, college, university or other educational institution.

“Retention Tank or Holding Pond” means a basin in which sudden influxes of surface or ground water runoff are held temporarily before being released gradually into the drainage system.

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

“Surface Waters” means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes or ponds.

“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), organisation(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

“Under Construction” means any work resulting in any improvement, extension or addition to the dwelling or unit when the work involves the piercing of an exterior wall or a roof for more than 24 consecutive hours.

“Vacant” refers to the circumstance where regardless of the presence of furnishings:

- all occupants have moved with no intention of returning and no new occupant has taken up residence; or
- in the case of a newly constructed dwelling, unit or premises, no occupant has yet taken up residence.

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

“We”, “Us” or “Our” means the company providing this insurance.

“You” or “Your” means the insured.

COVERAGES

The amounts of insurance are shown on the Certificate of Insurance.

COVERAGE A – PERSONAL PROPERTY

1. We insure the contents of your dwelling and other personal property you own, wear or use while on your premises which is usual to the rental or maintenance of a dwelling.

If you are not the owner of the dwelling, we also insure dwelling improvements and betterments made by you or acquired at your expense, but only in the portion you occupy as a private residence.

If you wish, we will include uninsured personal property of others while it is on that portion of your premises which You occupy, but we do not insure property of roomers or boarders who are not related to you.

2. We insure your personal property while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own or rent is not insured.

Personal property stored in a warehouse is only insured for thirty (30) days unless the loss or damage is caused by theft. To extend cover in storage for a further period, We must be notified in writing and endorse your policy as required.

If you wish, we will include personal property belonging to others while it is in your possession or belonging to a residence employee travelling for you.

3. We insure the personal property of any student insured by this policy, who is temporarily living away from home for the purpose of attending school, college or university.

We do not insure loss or damage to:

- (a) motorised vehicles or their equipment (except for watercraft, lawn mowers, other gardening equipment, snow blowers, wheelchairs or scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability);
- (b) camper units, truck caps, trailers or their equipment;
- (c) aircraft or their equipment
- (d) motorised golf carts while in use as such on a golf course or while at any other location for repair or storage anywhere in the world; or
- (e) outdoor trees, shrubs, plants, lawns or items grown for commercial purposes, unless the loss or damage is caused by fire, explosion, smoke or water damage.

Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. Equipment does not include spare automobile parts.

Special Limits of Insurance

We insure:

1. books, tools and instruments pertaining to a Business, profession or occupation, but only while on your premises, for an amount up to \$2,000 in all. Other business property, including samples and goods held for sale, is not insured;
2. money, including cash cards or bullion up to \$200 in all;
3. watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all. These are insured only for specified perils and theft or attempted theft;
4. garden type tractors including attachments and accessories, personal snow removal equipment including attachments and accessories up to \$1,000 in all;
5. spare automobile parts up to \$500 in all; and
6. animals, birds or fish up to \$500 in all.

The following Special Limits of Insurance apply if the items described below are stolen:

1. collectible cards (such as sports personality cards), numismatic property (such as coin collections), manuscripts, stamps and philatelic property (such as stamp collections) up to \$500 in all;
2. jewellery, watches, gems, fur garments and garments trimmed with fur up to \$1,000 in all;
3. each bicycle, its equipment and accessories up to \$250 in all; and
4. personal property used by any student insured by this policy who is temporarily living away from home up to \$1,500 in all.

COVERAGE B – ADDITIONAL LIVING EXPENSE

The amount of insurance for Coverage D is up to 20% of the amount of insurance noted on your Certificate of Insurance. The periods of time stated below are not limited by the expiration of the policy.

1. **ADDITIONAL LIVING EXPENSE.** If, as a result of an Insured Peril, your dwelling is 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 rebuild. Your dwelling or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
2. **PROHIBITED ACCESS.** If a civil authority prohibits access to your dwelling:
 - (a) as a direct result of damage to neighbouring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense for a period of not exceeding two (2) weeks; or
 - (b) by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense incurred by you for the period access is prohibited, not exceeding two (2) weeks.

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

1. flood meaning waves, tides, tidal waves or the rising of, the breaking out of or the overflow of, any body of water, whether natural or man-made;
2. earthquake;
3. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
4. terrorism;
5. 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; or
6. contamination by radioactive material.

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

EXTENSIONS OF COVERAGE

Damage to Dwelling

You may apply up to \$500 of your personal property insurance to pay for damage, not including fire damage:

1. to the portion of the dwelling you occupy as a private residence directly caused by theft or attempted theft;
2. to the interior of the portion of the dwelling you occupy as a private residence directly caused by vandalism or malicious acts;
3. to the portion of the dwelling you occupy as a private residence directly caused by vehicle impact while the vehicle is being operated by you.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expenses for debris removal, is greater than the amount of insurance noted on the Certificate of Insurance, an additional 5% of that amount will be available to cover debris removal expenses.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage, it is insured by this form for thirty (30) days or until your policy period 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.

Moving to Another Home

We insure your personal property while in transit to and at another location in Ontario which is to be occupied by you as your principal residence. Coverage applies for thirty (30) consecutive days commencing on the date personal property is removed from your principal dwelling, but not beyond the date the policy expires or is terminated. This coverage does not increase the amounts of insurance.

Fire Department Charges

We will reimburse you for up to \$1,000 for fire department charges incurred for attending your premises to save or protect insured property from loss or damage, or further loss or damage insured against by this form. This coverage is not subject to a deductible.

Change of Temperature

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

Freezer Food

We will pay up to \$1,000 for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer. This coverage includes damage to the freezer when it is due to the insured food spoilage and reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure:

- loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer; or
- expenses incurred in the acquisition of frozen food.

This coverage is not subject to a deductible.

Lock Replacement

We will pay up to \$300 to replace or re-key, at our option, the locks on your principal residence if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft within seventy-two (72) hours of discovery of the loss. This coverage is not subject to a deductible.

Arson Conviction Reward

We will pay \$1,000 for information which leads to a conviction for arson in connection with a fire loss to property insured by this form. This coverage may increase the amount otherwise applicable. However, the \$1,000 limit will not be increased regardless of the number of persons providing information. This coverage is not subject to a deductible.

Credit or Debit Cards, Forgery and Counterfeit Money

We will pay for:

1. your legal obligation under Canadian Law because of the unauthorised use by any person other than an insured of credit cards issued to you or registered in your name, provided you have complied with all the conditions under which the card was issued;
2. loss caused by theft of debit or automated teller cards issued to you or registered in your name provided you have complied with all the conditions under which the card was issued.
3. loss to you caused by forgery or alteration of cheques, drafts or other negotiable instruments; and
4. loss arising from your acceptance in good faith of counterfeit Canadian or United States paper currency up to \$100 for any one transaction.

We will pay under 1 or 2 above for your obligation arising from the use of a card by any person living in your household or any person entrusted with the card.

The most we will pay under this coverage is \$1,000 during the policy period.

This coverage is not subject to a deductible.

Insured Perils

You are insured against all risks of direct physical loss or damage subject to the exclusions and conditions in this form.

NOTICE TO AUTHORITIES

Where loss or damage is, or is suspected to be, due to malicious acts, burglary, robbery, theft or attempted theft, you must give immediate notice of such loss to the police or other law enforcement agency having jurisdiction.

EXCLUSIONS – SECTION I

We do not insure:

Property Not Insured:

1. property at any fairground, exhibition or exposition for the purpose of exhibition;
2. any property illegally acquired, kept, stored or transported, or property subject to forfeiture;
3. evidences of debt or title; or
4. lawns and outdoor trees, shrubs and plants;

Loss or Damage Not Insured:

5. sporting equipment where the loss or damage is due to its use;
6. animals, birds or fish unless the loss or damage is caused by a Specified Peril other than Impact by aircraft or land vehicle;
7. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
8. scratching, abrasion or chipping of any personal 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;
9. wear and tear, deterioration, defect or mechanical breakdown;

10. the cost of making good faulty material or workmanship;
 11. settling, expansion, contraction, moving, bulging, buckling or cracking;
- nor do we insure loss or damage:
12. to outdoor radio and T.V. antennae (including satellite receivers) and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
 13. occurring after the portion of your dwelling which you occupy has, to your knowledge, been vacant for more than thirty (30) consecutive days;
 14. caused 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.
 15. caused by contamination by radioactive material;
 16. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
 17. caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
 18. resulting from any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
 19. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
 20. caused by water unless the loss or damage resulted from:
 - (a) the sudden and accidental escape of water from a watermain;
 - (b) the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic water container, which is located inside your dwelling;
 - (c) the backing up or escape of water from a sewer, sump or septic tank;
 - (d) the sudden and accidental escape of water from a domestic water container located outside your dwelling, but such damage is not insured when the escape of water is caused by freezing; or
 - (e) water which enters your dwelling through an opening which has been created suddenly and accidentally by a Specified Peril other than Water Damage;
- but we do not insure loss or damage:
- (i) caused by freezing during the usual heating season;
 - (1) within a heated portion of your dwelling if you have been away from your premises for more than four (4) consecutive days but you will still be insured if you had taken either of the following precautions:
 - arranged for a competent person to enter your dwelling each day you were away to ensure that heating was being maintained, or
 - shut off the water supply and had drained all the pipes and domestic water containers,
 - (2) within an unheated portion of your dwelling;
 - (ii) caused by continuous or repeated seepage or leakage of water;
 - (iii) caused by ground water or rising of the water table;
 - (iv) caused by surface waters, unless the water escapes from a watermain or from a domestic water container located outside your dwelling;
 - (v) caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - (vi) to a watermain;
 - (vii) to a system or domestic water container from which the water escaped;
 - (viii) occurring while the building is under construction or vacant even if we have given permission for construction or vacancy.
21. caused by birds, vermin, raccoons, rodents or insects;
 22. caused by smoke from agricultural smudging or industrial operations;
 23. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
 24. from the part of the dwelling rented to others, caused by theft or attempted theft by any tenant, tenant's employee, or member of the tenant's household;
 25. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
 26. caused by theft or attempted theft of property in or from a dwelling under construction until the dwelling is completed and ready to be occupied;
 27. caused by rust or corrosion, wet or dry rot, or by fungi or spores;
 28. resulting from the release, discharge or dispersal of fuel oil;
 29. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud.
 30. mysterious disappearance or shortage of any personal property
 31. a. data;
 - b. loss or damage caused directly or indirectly by Data Problem. However, if loss or damage caused by Data Problem results in the occurrence of further loss of or damage to property insured that is directly caused by fire, explosion, smoke, water damage, all as described "Specified Perils", this exclusion (2) shall not apply to such resulting loss or damage.

SPECIFIED PERILS

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

1. fire;
2. lightning;
3. explosion;
4. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
5. falling object which strikes the exterior of a building;
6. impact by aircraft or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - (a) the sudden and accidental escape of water from a watermain;

- (b) the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic water container, which is located inside your dwelling;
 - (c) the sudden and accidental escape of water from a domestic water container located outside your dwelling. However, such damage is not covered when the escape of water is caused by freezing;
 - (d) water which enters your dwelling through an opening which has been created suddenly and accidentally by an insured peril;
10. windstorm or hail;
 11. transportation meaning 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 conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own.

BASIS OF CLAIM PAYMENT

We will pay for insured loss of or damage to personal property and dwelling improvements and betterments as described below 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.

Personal Property

1. For electronic media, we will pay the cost of reproduction 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.
2. For other records, including books of account, drawings or card index systems, we will pay the cost of blank books, pages, cards or other materials plus the cost of actually transcribing or copying the records.

We will pay on the basis of Actual Cash Value for all other personal property

Actual Cash Value

The actual cash value will take into account such things as the cost of replacement less any depreciation, and in determining depreciation; we will consider the condition immediately before the damage the resale value and the normal life expectancy.

Cash Settlement

Cash settlements will only be made if:

- (a) you are moving from the insured location and no longer need the lost or destroyed property, or
- (b) it is impossible to locate replacement property with the same functionality.

No Benefit to Bailee

It is warranted by you that the insurance shall in no way be directly or indirectly to the benefit of any carrier or other bailee.

Pair and Set

In the case of loss or damage to any article(s) which is(are) part of a set, the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

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 Certificate of Insurance in any one occurrence.

If your claim involves personal property on which the "special limits of insurance" apply, the limitations apply to losses exceeding the deductible amount.

However, if the occurrence results in a loss of over \$5,000 to the property insured, we will waive this deductible when settling the loss under the applicable coverage.

Amounts Not Reduced

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

Subrogation

We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy.

If such action does not fully indemnify both you and us, the amount we do recover will be divided between you and us in the proportion to which the loss or damage has been borne by each of us.

Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

Duties After Loss

After submission of the Proof of Loss in respect of a loss which may be insured under Section I each of you may be required separately to:

- submit to examination under oath,
- produce for examination all documents in your possession or control that relate to the application for insurance and Proof of Loss, and
- permit extracts and copies of such documents to be made,

all at a reasonable place and time designated by us.

STATUTORY CONDITIONS

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I; except that these conditions may be modified or supplemented by the provisions of the said Section I, or by forms or endorsements which modify Section I.

SECTION II – LIABILITY COVERAGE

Definitions (Applicable to SECTION II)

“Bodily Injury” means bodily injury, sickness or disease, disability, shock, mental anguish, mental injury or resulting death.

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

Employment shall be deemed “business” only where;

- an insured is sole owner or a partner in such business; or
- activities in the course of such employment cause bodily injury to a fellow employee; or
- bodily injury is sustained by a pupil arising out of corporal punishment administered by or at the direction of an Insured as a teacher.

“Business” does not include:

- activities during the course of your trade, profession or occupation which are ordinarily incidental to con-business pursuits;
- the temporary or part-time business pursuits of an Insured under the age of 21 years;
- the occasional rental to others of Insured’s residence;
- the rental in whole or in part to others of a one- or two-family dwelling usually occupied in part by an insured as a residence, unless such a rental is for accommodation of more than two roomers or boarders per family occupying the dwelling;
- the rental space in your residence to others for incidental office, school or studio occupancy; or
- the rental to others, or holding for rent, of not more than three (3) car spaces or stalls in garages or stables.

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

“Certificate of Insurance” in this Section has the same meaning as in Section I.

“Data Problem” means:

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

“Grow Operations” means the cultivation, harvesting, processing, manufacture, distribution or sale of cannabis (commonly known as marijuana) or product derived from or containing cannabis or any substance falling within the Controlled Drugs and Substances Act.

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

“Insured” in this Section has the same meaning as in Section I. In addition, we will insure:

1. any person or organisation legally liable for damages caused by a watercraft or animal owned by you and to which this insurance applies;
2. a residence employee while performing duties in connection with the ownership, use or operation of motorised vehicles and trailers for which coverage is provided in this form;
3. your legal representative having temporary custody of the insured premises if you die while insured by this form for legal liability arising out of the premises; and
4. any person who is insured by this form at the time of your death and who continues residing on the premises.

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

“Premises” means all premises where the person(s) named as Insured on the Certificate of Insurance, or his or her spouse, maintains a residence.

It also includes:

1. premises where you are residing temporarily or which you are using temporarily as long as you are not:
 - a. the owner of the premises;
 - b. the lessee or tenant of the premises under any agreement which is longer than 90 consecutive days;
2. 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;
3. individual or family cemetery plots or burial vaults; and
4. vacant land in Canada you own or rent, other than farm land;

“Pollutant” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, pesticides, herbicides, waste (materials to be recycled, reconditioned or reclaimed), whether from agricultural smudging or industrial operations or any other source.

“Property Damage” means:

1. physical damage to, or destruction of, tangible property; and
2. loss of use of tangible property.

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

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

“Terrorism” in this Section has the same meaning as in Section I.

“Unit” in this Section has the same meaning as in Section I.

“We” or **“us”** or **“our”** in this Section each has the same meaning as in Section I.

“You” or **“Your”** in this Section each refers to the Insured.

COVERAGES

The amounts of insurance are shown on the Certificate of Insurance.

This insurance applies:

1. to accidents or occurrences which take place during the period this policy is in force;
2. separately to each insured against whom the claim is made or action is brought.

COVERAGE C – PERSONAL LIABILITY

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of:

1. your personal actions anywhere in the world;
2. your ownership, use or occupancy of the premises defined in Section II.

We will not pay for any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages.

The amount of insurance shown on the Certificate of Insurance is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence regardless of the number of insureds against whom claims are made or actions are brought.

Defence costs and supplementary expense payments as described under “defence, settlement, supplementary payments” are in addition to the amount of insurance.

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property owned by an insured;
3. damage to property used, occupied, leased or rented by or in the care, custody or control of an insured, except for unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces. Water Damage has the same meaning as in Section I;
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;
6. the personal actions of a named insured who does not reside on the premises described on the Certificate of Insurance.

Other exclusions apply to all Coverages under Section II. Please refer to “Exclusions – Section II”.

Defence, Settlement, Supplementary Payments

If a claim is made against you 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.

We will also pay:

1. all expenses which we incur;
2. all costs charged against you in any suit insured under Coverage E;
3. any interest accruing before and 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 lawsuit 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 form;
6. reasonable expenses including actual loss of income up to \$100 per day, which you incur at our request.

These expenses and payments are in addition to the insurance limits indicated on your Certificate of Insurance.

What You Must Do After an Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if requested by us). The notice must include
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. names and addresses of witnesses and potential claimants.
2. You must also:
 - a. co-operate with us in any legal actions including obtaining witnesses, information and evidence about the accident or occurrence, if we ask you;
 - b. immediately send to us legal documents and any other written communications you receive concerning the accident or occurrence.

Action Against Us

No suit may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
2. more than one year after either the date of an agreement which has our consent or of the final determination of the action against you, including appeals, if any.

Unauthorised Settlements

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.

COVERAGE D – 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 services and funeral expenses.

The amount of insurance shown on the Certificate of Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

We will not pay:

1. expenses covered by any medical, dental, surgical or hospitalisation plan or law, or under any other insurance contract;
2. your medical expenses or those of persons residing with you, other than residence employees;
3. medical expenses of any person covered by any Workers’ Compensation Statute.

Other exclusions apply to all Coverages under Section II. Please refer to “Exclusions – Section II”.

What You Must Do After an Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if requested by us). The notice must include:
 - a. the date, time, place and circumstances of the accident or occurrence including the name and address of each injured person;
 - b. names and addresses of witnesses.
 2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;
 - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - c. authorise us to obtain medical and other records.
- Proofs and authorisation may be given by someone acting on behalf of the injured person.

Action Against Us

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

COVERAGE E – VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

We will pay for unintentional direct damage you cause to property even though you are not legally liable. You may also use this coverage to reimburse others for direct property damage caused intentionally by an Insured 12 years of age or under. We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance or theft of property;
4. claims resulting from the ownership, use or operation of any motorised vehicle, trailer or watercraft except those for which coverage is provided in **Special Limitations** (shown in this policy).

Other exclusions apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Insurance.

We may pay for the loss in money or may repair or replace the property, and may settle any claim for loss of property either with you or the owner of the property. We may take over any salvage if we wish.

What You Must Do After an Accident or Occurrence

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us you must help us to verify the damage.

Action Against Us

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage; nor
2. 60 days after the written proof of claim has been filed with us.

COVERAGE F – VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

This coverage is automatically provided for all your occasional residence employees.

Coverage

We offer to pay the benefits described below if your residence employee is injured or dies accidentally while working for you, even though you are not legally liable.

If your residence employee or any person acting on his or her behalf does not accept these benefits or sues you, we may withdraw our offer, but this will not affect your liability insurance.

A residence employee or anyone acting on his or her behalf who accepts these benefits must sign a release giving up any right to sue you. We have the right to recover from anyone, other than you, who is responsible for the residence employee's injury or death.

Exclusion

We will not pay benefits for any hernia injury.

Other exclusions apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Schedule of Benefits

1. Loss of Life:

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay:

 - a. a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death;
 - b. actual funeral expenses, up to \$500.
2. Temporary Total Disability:

If your residence employee temporarily becomes totally disabled from injuries received in the accident within the following 14 days and cannot work at any job, we will pay weekly indemnity up to 26 weeks while such disability continues. We will not pay for the first seven (7) days unless the disability lasts for six (6) weeks or more.
3. Permanent Total Disability:

If your residence employee becomes permanently and totally disabled from injuries received in the accident within the following 26 weeks and cannot work at any job, we will pay weekly indemnity for 100 weeks in addition to benefits provided under Temporary Total Disability.
4. Injury Benefits:

If, as a result of the accident, your residence employee suffers the loss of, or permanent loss of use of any of the following within 26 weeks of the accident, we will pay weekly indemnity for the number of weeks shown below. These benefits will be paid in addition to Temporary Total Disability Benefits, but no others.

We will not pay more than 100 weeks in total even if the accident results in loss from more than one item.
For loss of:

- a. One or more of the following
 - Hand 100 weeks
 - Arm 100 weeks
 - Foot 100 weeks
 - Leg 100 weeks
- b. One finger or toe 25 weeks
or
more than one finger or toe 50 weeks
- c. One eye 50 weeks
or
both eyes 100 weeks
- d. Hearing of one ear 25 weeks
or
hearing of both ears 100 weeks

5. Medical Expenses:

If, as a result of the accident, your residence employee incurs medical expenses including surgical, dental, hospital, nursing and ambulance expenses within the following 26 weeks, we will pay such expenses in addition to all other benefits.

We will pay for the cost of supplying or renewing artificial limbs or braces made necessary by the accident, for up to 52 weeks after the accident, subject to a maximum of \$2,000.

We do not insure you for costs recoverable from other insurance plans.

Weekly Indemnity

"Weekly indemnity" means two thirds of your residence employee's weekly wage at the date of the accident, but we will not pay more than \$100 per week.

What You Must Do After an Accident

1. When an accident occurs you must promptly give us notice (in writing if requested by us). The notice must include:
 - a. the identity of the residence employee and the date, time, place and circumstances of the accident;
 - b. names and addresses of witnesses.
2. If requested by us, you must arrange for the injured residence employee to:
 - a. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - b. authorise us to obtain medical and other records.

Autopsy:

In case of death, we can require an autopsy before we make payment.

Action Against Us

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

SPECIAL LIMITATIONS

The following special limitations apply subject to the terms, conditions and exclusions of the policy.

WATERCRAFT AND MOTORISED VEHICLES WATERCRAFT AND MOTORISED VEHICLES YOU OWN

You are insured against claims arising out of your ownership, use or operation of:

1. watercraft, including their attachments, equipped with an outboard motor or motors of not more than 12kW (16 H.P.) in total when used on or on a single watercraft;
2. watercraft, including their attachments, equipped with any other type of motor of not more than 38kW (50 H.P.);
3. non-motorised watercraft, including their attachments, not more than eight (8) metres (26 feet) in length;
4. self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 19kW (25 H.P.);
5. motorised golf carts while in use on a golf course;
6. motorised wheelchairs, including motorised scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.

Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Insurance. If the watercraft or motor with which it is equipped is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition.

WATERCRAFT AND MOTORISED VEHICLES YOU DO NOT OWN

You are also insured against claims arising out of your use or operation of:

1. any type of watercraft;
2. any self-propelled land vehicle, amphibious vehicle or air cushion vehicle, provided that the vehicle is not subject to motor vehicle registration and is designed primarily for use off public roads;

provided that the motorised vehicle or watercraft is not owned by any person insured by this policy.

WATERCRAFT AND MOTORISED VEHICLE USES WE DO NOT INSURE

We do not insure the use or operation of any watercraft or motorised vehicle, whether owned by you or not, while it is:

1. used for carrying passengers for compensation;
2. used for business purposes;
3. used in any race or speed test;
4. rented to others;
5. being used or operated without the owner's consent if you are not the owner.

We do not insure damage to the watercraft or motorised vehicle itself.

Trailers

We insure you against claims arising out of your ownership, use or operation of any trailer or its equipment, provided such trailer is not attached to, carried on or being towed by a motorised vehicle subject to motor vehicle registration.

Business and Business Property

We insure you against claims arising out of:

1. your personal actions during the course of your trade, profession or occupation which are not related directly to your trade, profession or occupation;
2. the occasional rental to others of your unit;
3. the rental of portions of your unit to not more than two families provided no family unit includes more than two (2) roomers or boarders;
4. the rental of space in your residence to others for incidental office, school or studio occupancy;
5. the rental to others, or holding for rent, of not more than three (3) car spaces or stalls in garages or stables;
6. the temporary or part-time business pursuits of an insured person under the age of 21 years.

Claims arising from any other business pursuit or operation are insured only if liability coverage for it is shown on the Certificate of Insurance.

EXCLUSIONS – SECTION II

We do not insure claims arising from:

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. bodily injury or property damage which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;
3. business pursuits or any business use of the premises except as provided under "business and business property" in Section II;
4. the rendering or failure to render any professional service;
5. liability imposed upon or assumed by you under any workers' compensation statute;
6. bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7.
 - a. sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment;
8. the transmission of communicable disease by any person insured by this policy;
9. the ownership, use or operation of any watercraft, motorised vehicle or trailer except as provided under "watercraft and motorised vehicles" and "trailers" in Section II;
10. the ownership, use or operation of:
 - a. any aircraft;
 - b. premises used as an airport or landing facility;and all activities related to either.
11.
 - a. data;
 - b. loss or damage caused directly or indirectly by Data Problem.
However, if loss or damage caused by Data Problem results in the occurrence of further loss of or damage to property insured that is directly caused by fire, explosion, smoke, water damage, all as described "Specified Perils", this exclusion (2) shall not apply to such resulting loss or damage.
12. In addition, we do not insure any claim that arises directly or indirectly, in whole or in part, out of Terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

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, this 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.

STATUTORY CONDITIONS

(Applicable in Common Law jurisdictions)

The "Statutory Conditions" set out in this policy are renamed "Policy Conditions" and now apply, as modified or supplemented in forms or endorsements attached to this policy, as "Policy Conditions" to all coverages and all perils (including fire) insured by this policy.

Statutory Conditions 1, 3, 4, 5 and 15 incorporated in this policy apply as conditions for all Coverages under Section II.

Misrepresentation

1. 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.

Property of Others

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

Change of Interest

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

Material Change

4. Any change material to the risk and within the control and knowledge of the Insured avoids 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 a payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

Termination

5. (1) This contract may be terminated:

- (a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;

- (b) by the Insured at any time on request.

- (2) Where this contract is terminated by the Insurer,

- (a) the Insurer shall refund the excess of premium actually paid by the insured over the proportionate premium for the expired time, but in no event, shall the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

- (3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
 - (4) The refund may be made by money, postal or express company money order or cheque payable at par.
 - (5) The fifteen days mentioned in clause (1)(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

Requirements After Loss

6. (1) Upon the occurrence of any loss of or damage to the Insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11;
 - a) forthwith give notice thereof in writing to the Insurer;
 - b) deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration;
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, cost, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
 - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured,
 - (iv) showing the amount of other insurances and the names of other insurers,
 - (v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - (vii) showing the place where the property insured was at the time of loss.
 - c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, 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.

Fraud

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

Who May Give Notice and Proof

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

Salvage

9. (1) The Insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

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

Entry, Control, Abandonment

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

Appraisal

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

When Loss Payable

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

Replacement

13. (1) The Insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

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

Action

14. Where permitted by law, every action or proceeding against the Insurer for the recovery of a claim, under or by virtue of this contract, shall be absolutely barred unless commenced within one year * next after the loss or damage occurs, except in the Provinces of British Columbia and Ontario.

- In the Province of British Columbia, the period of one year next shall commence from the furnishing of a reasonably sufficient proof of loss.
- In the Province of Ontario, the action shall be commenced within the time period prescribed by s. 4 of the Limitations Act 2002, S.O. 2002, Chapter 24, Schedule B.

* Two years in the Yukon Territory and in the Province of Manitoba

Notice

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

