

Rented Dwelling Comprehensive Form

How To Read Your Policy

Your policy is written in language designed to make it easier for you to understand your insurance protection. This policy is a legal contract between you and us.

It consists of:

- The Coverage Summary page(s)
- The policy form contained in this booklet
- Optional forms and endorsements contained in this booklet or attached but only those shown on the Coverage Summary page apply
- The Statutory Conditions which apply to all forms and are required by provincial law
- The Standard Mortgage Clause which applies where there is a mortgagee shown on the Coverage Summary page

This policy form consists of these three sections:

- **SECTION I - PROPERTY COVERAGES** describes the insurance on your dwelling and personal property. It also includes additional living expenses and/or fair rental value.
- **SECTION II – LIABILITY COVERAGES** describes the insurance for your legal liability for bodily injury to others or damage to property of others arising from your ownership, use or occupancy of the premises defined in Section II. It also includes benefits following injury or damage to property of others.
- **SECTION III - CONDITIONS** describes conditions required by provincial law on property policies.

IF WE BROADEN COVERAGE WHILE THE POLICY IS IN EFFECT, YOU WILL RECEIVE THE BENEFIT OF THE INCREASED COVERAGE AT NO ADDITIONAL CHARGE.

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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. It is a condition precedent to the insurer's agreement to insure under this policy that no part of the premises or any building or other structure on the premises shall be used in whole or in part for any purpose that is prohibited by law, whether or not the insured has knowledge of such purpose. All amounts of insurance, premiums and other amounts expressed in this policy are in Canadian currency.

The Coverage Summary page summarizes the coverages and amounts of insurance we have agreed to provide and the period for which they are provided.

Only the person(s) named on the Coverage Summary page may take legal action against us.

PROPERTY COVERAGES

DEFINITIONS

Amount of Insurance means the maximum amount we will pay for any one occurrence or incident no matter how many people covered by this policy are involved. Different amounts apply to different coverages and these amounts are shown on the Coverage Summary page.

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

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

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

Computer System means any computer, hardware, media, electronic or digital data, software, communications or networking system, electronic device (including but not limited to smart phones, laptops, tablets, wearable devices), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility.

Cyber Incident means:

- a) Unauthorized access to or use of any computer systems;
- b) Criminal act, malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation; or
- c) Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

Data means information, facts, concepts, code or any other information of any kind:

- a) that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a "computer system"; or
- b) that is used for records, including but not limited to books of account, drawing or card index systems.

Data Problem means:

- erasure, destruction, corruption, misappropriation or misinterpretation of data;
- error in creating, amending, entering, deleting or using data; or
- inability to access, 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. It does not include plumbing, heating, cooling or sprinkler systems.

Drain means a fixture or device located within or on the insured dwelling or additional buildings on your premises, connected to the waste water and/or sewer drainage piping system, for the purpose of removing water or sewage from the dwelling. This does not include weeping tile or a perimeter drainage system.

Dwelling means the building described on the Coverage Summary page.

Flood includes, but is not limited to, waves, tide, tidal wave, tsunami, dam break, seiche, or the rising of, the breaking out or the overflow of, any body of water or watercourse, whether natural or man-made.

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, underground streams and percolating water.

Illegal Substance means any substance that is not legal for you or any other party of interest, your employees or agents, your tenants or any person to whom your property may be entrusted, to possess, obtain, produce, provide, sell, traffic or use, and includes any controlled substance enumerated in the Schedules of the Controlled Drugs and Substances Act currently in force.

Illegal Substance Activity means any activity relating to the growing, cultivating, propagating or harvesting, manufacturing, distributing, storing or selling of any Illegal Substance.

Insured means the person(s) named as Insured on the Coverage Summary page and, while living in the same household:

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

Spouse means a person:

- who is married to or has entered into a civil union with another person and is living with that person; or
- who has been living with another person of the opposite or the same sex and has been publicly represented as that person's spouse for at least two years or, in the following cases, for at least one year if:
 - a child has been born or is to be born of their union, or
 - they have adopted a child together; or

- one of them has adopted a child of the other.

Insured Peril means a cause of loss or damage insured under the coverage form stated on the Coverage Summary page.

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

Premises means the land and building(s) contained within the lot lines on which the dwelling is situated.

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

Sump means a sump pit, well or basin, lined with concrete or other liner, located within your dwelling or additional buildings on your premises, connected to a mechanical or gravity feed evacuation pump system, for the purpose of collecting and removing water. A sump pit, well or basin not equipped with a mechanical pump or gravity feed evacuation system is not a sump.

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, included but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

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

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

Water main means a pipe forming part of a water distribution system, which conveys consumable water but not waste water.

We, us or our means the company providing this insurance.

You or your refers to the Insured.

COVERAGE A – DWELLING BUILDING

We insure:

- your dwelling and attached structures;
- permanently installed outdoor equipment on the premises;
- outdoor domestic water containers, including swimming pools, hot tubs, saunas and attached equipment on the premises;
- materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your dwelling or additional buildings/structures on the premises. We insure against theft only when your dwelling is completed and ready to be occupied.

Building Fixtures And Fittings

We also insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage.

Outdoor Trees, Shrubs, Plants And Lawns

You may apply up to 5% in all of the amount of insurance on your dwelling building as shown on the Coverage Summary Page to trees, plants, shrubs and lawns, on your premises, excluding cannabis plants.

We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses.

We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicles, riot, vandalism and malicious acts and theft including damage caused by theft.

We do not insure items grown for commercial purposes.

COVERAGE B – ADDITIONAL BUILDINGS

We insure private buildings or structures detached from the dwelling and which are on your premises but not insured under Coverage A for an additional amount of up to 10% of the limit of insurance on Coverage A – Dwelling Building. If they are connected to the dwelling by only a fence, utility line or similar connection, they are considered to be detached.

COVERAGE C – PERSONAL PROPERTY

We insure the following personal property, owned by you and while on your premises, for an additional amount of up to 10% of the limit of insurance on Coverage A – Dwelling Building:

- equipment used for maintenance of the dwelling and premises including lawn-mowers and lawn tractors;
- refrigerators, stoves, dishwashers, washing machines and clothes dryers but excluding coin operated washing machines and clothes dryers;
- furniture, décor, linens, small appliances and electronics, cookware, dishes, glassware and flatware that are normally located at the dwelling and are included as part of a furnished rental.

COVERAGE D – FAIR RENTAL VALUE

We insure the Fair Rental Value of the dwelling building for an additional amount of up to 20% of the limit of insurance on Coverage A – Dwelling Building:

- if an Insured Peril makes that part of the dwelling rented to others or held for rental by you unfit for occupancy. Payment shall be for the reasonable time required to repair or replace that part of the dwelling rented or held for rental.
- if a civil authority prohibits access to your dwelling as a direct result of damage to neighbouring premises by an Insured Peril. Payment shall be for a period not exceeding 30 days.

The periods of time stated above are not limited by the expiration of the policy.

Fair Rental Value means the actual total annual gross rent or rental value of the occupied portion(s) of the dwelling building plus the estimated annual rental value of any unoccupied portion(s) of the dwelling building. It shall not include any expense that does not continue while that part of the dwelling rented or held for rental is unfit for occupancy.

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

ADDITIONAL COVERAGES

Debris Removal

The amounts of coverage shown on the Coverage Summary page include the cost of removing debris caused by loss or damage to property insured by this policy as a result of an Insured Peril.

However, when the amount payable for loss or damage to property equals the amounts of coverage, we will pay up to an additional 5% of the amount of insurance on Coverage A – Dwelling Building for debris removal expenses provided that the replacement of the buildings takes place on the same site.

Fire Department Charges

We will reimburse you for charges incurred if a fire department charges for attending your home because of an Insured Peril.

This coverage is **not** subject to a deductible.

Inflation Protection

If there is a loss insured under Property Coverage, we will automatically increase the amounts of insurance shown on the Coverage Summary page, by amounts which are solely attributable to the inflation increase:

- since the inception date of this policy, or
- 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.

On the renewal date of your policy, if required, we will automatically increase the amounts of insurance shown on the Coverage Summary page, by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal date.

Permission To Remove Property

If you must remove insured property from your premises to protect it from loss or damage covered by this policy, it is insured by this policy for 90 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 insured at the time of loss.

Tear Out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage covered by this form can be repaired, we will pay the cost of such work and its restoration.

The cost of tearing out and replacing property to repair damage related to outdoor domestic water containers or public water mains is not insured.

Declaration of Emergency Endorsement - Extension of Termination or Expiry Date

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

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

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

"Emergency" means the first statutory declaration of an emergency:

- a) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- b) as provided for by the relevant governing legislation if different from a);

but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

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

By-Laws Coverage**Insuring Agreement**

1. We will pay the additional cost of demolition, construction or repairs which is required to comply with any law regulating demolition, construction or repairs of the buildings for insured loss or damage, up to \$30,000, unless a specific amount for this coverage is shown on your Coverage Summary page;
2. This includes:
 - loss resulting from the demolition of any undamaged portion of the building or structure; or cost of demolishing and clearing the site of any undamaged portion of the building or structure; or
 - any increase in the cost of repairing, replacing, or constructing the buildings or structures on the same site and for the same use or occupancy.
3. We will not pay:
 - (a) more than \$30,000, unless a specific amount for this coverage is shown on your Coverage Summary page,
 - (b) more than the minimum amount required to comply with any law;
 - (c) the additional cost, unless your property is actually repaired, rebuilt or replaced on the same site, even if the by-law, regulation, ordinance or law prohibits rebuilding on the same site.

INSURED PERILS

You are insured against **All Risks** of direct physical loss or damage to the property described on the Coverage Summary page and subject to the exclusions and conditions of this policy.

LOSS OR DAMAGE NOT INSURED

We do not insure loss or damage:

1. to buildings or structures used, in whole or in part, for business or farming purposes unless declared on the Coverage Summary Page;
2. 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;
3. to any property illegally acquired, kept, stored, or transported, or the proceeds of crime;
4. occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;
5. resulting from any intentional or criminal act or failure to act, by any person insured by this policy or at the direction of any person insured by this policy. However, this exclusion does not apply to any person insured by this policy, but only to the extent of their proportional interest in the lost or damaged property, who:
 - a) has not committed and was not a party to the intentional or criminal act or failure to act; or
 - b) has not abetted or colluded in the intentional or criminal failure to act; or
 - c) has not consented to the intentional or criminal act or failure to act and neither knew nor ought to have known that the intentional or criminal act or failure to act would cause loss or damage;
6. 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;
7. caused by contamination from radioactive material;
8. caused by war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
9. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
10. caused by birds, vermin, insects, raccoons, bats, skunks or rodents, except loss or damage to building glass;
11. caused by rust, corrosion, wet or dry rot, fungi or spores, bacteria, condensation, acid rain or contamination;
12. caused by smoke from agricultural smudging or industrial operations;
13. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only the resulting loss or damage;
14. caused by settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass;
15. caused by theft or attempted theft of 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;
16. 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;
17. caused by water unless the loss or damage resulted from:
 - a) the sudden and accidental escape of water from a water main;
 - 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 but such damage is not covered when the escape of water is caused by freezing;
 - d) water which enters through an opening which has been created suddenly and accidentally by an Insured Peril other than water damage;
 - e) water from the accumulation of ice or snow on the roof or eaves trough, which enters the dwelling through a roof;
 - f) water which enters your dwelling through the roof due to the accumulation and overflow of rain from the eaves trough;

but we do not insure loss or damage:

- i. caused by freezing during the usual heating season:
 - 1. within a normally heated portion of your dwelling if the heat has been intentionally turned off by you or at your direction; or
 - 2. within a normally unheated portion of your dwelling;
- ii. caused by continuous or repeated seepage or leakage of water;
- iii. caused by the backing up or escape of water from a sewer, storm drain, drain, sump or septic tank;
- iv. caused by ground water or rising of the water table, unless the water escapes from a water main or from a domestic water container located outside your dwelling;
- v. caused by surface waters including flood, unless the water escapes from a water main or from a domestic water container located outside your dwelling;
- vi. caused by shoreline ice build-up or by waterborne objects or ice, all whether driven by wind or not;
- vii. to a water main;
- viii. to a plumbing, heating, cooling, sprinkler or air conditioning system or domestic water container caused by freezing or from which the water escaped;
- ix. occurring while the building is under construction or vacant unless we have given permission for construction or vacancy;

- 18. to insured property however caused, which results directly or indirectly from any Illegal Substance Activity. This exclusion will apply regardless of whether you are aware or unaware of such Illegal Substance Activity or whether you are able or unable to control such Illegal Substance Activity.

nor do we insure:

- 19. wear and tear, inherent vice, latent defect, mechanical breakdown, deterioration;
- 20. i) data;
- ii) loss or damage caused directly or indirectly by data problem. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. 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, leakage from fire protective equipment, or water damage (to the extent covered as described in Section I and any attached Enhanced Water Damage Package or similar water damage endorsement), this exclusion shall not apply to such resulting loss or damage. For the purposes of this policy, vandalism and malicious acts do not include data problem;
- 21. loss or damage caused directly or indirectly, in whole or in part, by any cyber incident. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. However, if loss or damage caused by any cyber incident results in the occurrence of further loss of or damage to property insured that is directly caused by fire, smoke, explosion, impact by aircraft or land vehicle, falling objects, water damage (to the extent covered as described in Section I and any attached Enhanced Water Damage Package or similar water damage endorsement), or leakage from fire protective equipment, this exclusion shall not apply to such resulting loss or damage. For the purposes of this policy, vandalism and malicious acts do not include a cyber incident;
- 22. loss or damage caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;
- 23. the cost of making good faulty material or workmanship;
- 24. scratching, abrasion or chipping of any personal property, or accidental breakage of any fragile or brittle articles;
- 25. loss or damage caused directly or indirectly by any of the following perils, whether or not caused by or attributable to earthquake: flood of any nature, waves, tidal waves, tsunami, high water, waterborne objects or ice;
- 26. loss or damage to buildings or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution, or sale of cannabis or any product derived from or containing cannabis, except as allowed by law;
- 27. loss or damage caused by animals owned by or in the care, custody or control of you or your tenant;
- 28. loss or damage caused directly or indirectly, in whole or in part by any:
 - i. virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease; or
 - ii. communicable disease.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

BASIS OF CLAIM SETTLEMENT

When Coverage Applies

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

Any payment for loss or damage will not reduce the amounts of insurance provided under Property Coverages.

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

Deductible

All coverages under Property Coverages are subject to a deductible, unless otherwise stated. The deductible amount is shown on the Coverage Summary page.

We pay only the amount by which the insured loss or damage exceeds the applicable deductible amount in any one occurrence.

For losses from Vandalism and Malicious Acts caused by tenants, we pay only the amount by which the loss or damage exceeds 2 times the deductible amount shown on the Coverage Summary page.

Coverage A - Dwelling Building And Coverage B - Additional Buildings

If you repair or replace the damaged or destroyed building(s), on the same site, with a building of the same occupancy, constructed with materials of similar quality, within a reasonable time after the damage, we will pay the cost of repairs or replacement (whichever is less) without deduction for depreciation.

We provide **Guaranteed Replacement Cost** on Coverage A – Dwelling Building, which means:

we will pay the cost of repairs or replacement, on the same site, even if it is more than the Dwelling Building replacement cost amount shown on the Coverage Summary page, provided:

- the Dwelling Building replacement cost amount, shown on the Coverage Summary page on the inception date of the policy, or the most recent renewal date, or the increased amount under the inflation protection coverage on the date the increase took effect, was not less than 100% of the cost to replace the dwelling building, as determined by a valuation guide acceptable to us;
- the Dwelling Building replacement cost amount has not been reduced below the amount determined by the valuation guide; and
- you notified us, within 90 days of the start of the work, if any improvement, extension or addition has been made to your dwelling that will increase the replacement value by more than \$10,000.

If you decide not to repair or replace the damaged or destroyed building we will pay the actual cash value of the damage at the date of the occurrence.

Coverage C - Personal Property

We will pay on the basis of **Replacement cost** except for:

- a) property that has not been maintained in good or workable condition;
- b) property that is no longer used for its original purpose;

for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lesser of:

- repairing the personal property with materials of similar kind and quality; or,
 - new articles of similar kind, quality and usefulness;
- without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible, but in no case more than 1 year after the date of loss. Otherwise, we will pay on the basis of actual cash value.

You may choose payment on the basis of actual cash value initially. If you later decide to replace any destroyed or stolen property, you may make an additional claim for the difference between the actual cash value and the replacement cost.

Actual Cash Value

The Actual Cash Value is what the property is worth and takes into account such things as the cost of replacement less any depreciation and obsolescence. In determining depreciation, we will consider the condition of the property immediately before the damage occurred, the resale value and the normal life expectancy.

Pair And Set

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

Insurance Under More Than One Policy

If you have insurance on specifically described property, our policy will be excess insurance and we will not pay any loss or claim insured by this policy until the amount of such other insurance is used up. In all other cases our policy will pay its rateable proportion of the loss or claim.

Notice To Authorities

Where the loss 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.

Duties After Loss

After submission of the Proof of Loss in respect of a loss which may be insured under Property Coverages, 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.

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.

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

SECTION II – LIABILITY COVERAGES**DEFINITIONS**

Amount Of Insurance in this Section has the same meaning as in Section I.

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

Business in this Section has the same meaning as in Section I.

Computer System in this Section has the same meaning as in Section I.

Data in this section has the same meaning as in Section I.

Dwelling in this Section has the same meaning as in Section I.

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

Occurrence means an accident to which this coverage applies occurring within the policy period, including continuous or repeated exposure to conditions neither expected nor intended.

Premises in this Section has the same meaning as in Section I.

Property Damage means:

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

Residence Employee means a person employed by you to perform household or domestic services or duties of a similar nature in connection with the maintenance or use of the insured premises but not persons performing duties in connection with any business you conduct.

Short-term rental means any rental contract less than 30 days in duration.

Terrorism in this section has the same meaning as in Section I.

We or **Us** or **Our** in this Section have the same meaning as in Section I.

You or **Your** in this Section has the same meaning as in Section I. In addition, we will insure:

1. any person while performing duties as your residence employee;
2. 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.

COVERAGES

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.

PREMISES LIABILITY COVERAGES

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 the ownership, use or occupancy of the premises defined in Section II.

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

If this policy and any other policy or coverage form issued to any insured by Intact Insurance Company or any of its affiliates apply to the same occurrence, the maximum limits under all such policies or coverage forms shall not exceed the highest applicable limit of liability available under any one location in any one policy or any coverage form. This condition does not apply to any other insurance issued by us or any of our affiliated companies specifically intended to apply as excess insurance over this policy.

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 the premises described in Section II that you have assumed under a written contract;
2. damage to property that you currently own or have ever owned;
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. Water Damage is as described in Section I and any attached Enhanced Water Damage Package;
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.

We will not pay punitive or exemplary damages, meaning that part of an award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you.

There are other exclusions that 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 for liability 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 Liability Coverage;
3. any interest accruing after judgment on that part of the judgment which is within the amount of insurance under for liability;
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.

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 communication 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.

Unauthorized Settlements

You shall not, except at your cost, voluntarily make payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of accident.

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

1. expenses covered by any medical, dental, surgical or hospitalization 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.

There are other exclusions that 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) authorize us to obtain medical and other records.

Proofs and authorization 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 the terms of this Coverage.

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 you or your tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance or theft of property.

There are other exclusions that 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 Coverage Summary page.

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

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 you have fully complied with all the terms of this Coverage.

VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

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.

There are other exclusions that 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 7 days unless the disability lasts for 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. 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 | 100 weeks |
| hand | |
| arm | |
| foot | |
| leg | |
| 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 up to a maximum of \$1,000 in addition to all other benefits.

We will pay the cost of supplying or renewing artificial limbs or braces, made necessary by the accident, for up to 52 weeks after the accident, up to a maximum of \$5,000.

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) authorize us to obtain medical and other records.

Autopsy

In case of death, we can require a birth certificate, a death certificate and 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

Watercraft:

You are not insured against claims arising out of your use or operation of any type of watercraft.

Motorized Vehicles You Own:

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

- Self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 25 H.P. used or operated mainly on the premises, provided they are not used for compensation or hire.

Motorized Vehicles You Do Not Own:

You are not insured against claims arising out of your use or operation of any motorized vehicle you do not own.

Business Activities:

You are not insured against claims arising from any Business Activities.

Rental Activities:

You are insured against claims arising out of these rental activities:

- The rental in whole or in part of the insured dwelling to others for residence purposes, containing not more than 6 units or suites, with not more than 2 roomers or boarders per family occupying the dwelling and excluding short-term rentals;
- The rental or holding of a rental space at the insured residence premises to park, store or stable not more than 3 vehicles, trailers or animals.

SECTION II – EXCLUSIONS

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, including short-term rentals;
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. a) any communicable disease; or
 - b) any virus, bacterium, or other micro-organism that induces or is capable of inducing physical distress, illness or disease;
9. the ownership, use or operation of any watercraft, motorized vehicle or trailer;
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) the failure of any computer system to operate, or the failure, malfunction or inadequacy of any computer or other equipment, including embedded microchips, computer program or software to correctly read, recognize, process, distinguish, interpret or accept any date, time, or combined date/time data field. Such failure shall include any error in original or modified data entry or programming;
 - b) any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you, or for you, to determine, rectify or test for any potential or actual problems described in a) of this exclusion;
12. a) erasure, destruction, corruption, misappropriation, misinterpretation of data;
 - b) erroneously creating, amending, entering, deleting or using data, including any loss of use arising from either a) or b);
 - c) 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;
 nor do we insure:
13. 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 contributing or aggravating cause or event that contributes concurrently or in sequence to the claim;
14. bodily Injury or Property Damage arising out of your personal actions occurring on or in connection with any premises owned, used or occupied by any insured other than the premises defined in Section II.

Insurance Under More Than One Policy

If you have any other policy or coverage form issued by a company other than Intact Insurance Company or any of its affiliates which apply to the same occurrence 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.

SECTION III – CONDITIONS**Conditions Applicable To The Various Coverages Provided Herein**

All of the Conditions set out under **STATUTORY CONDITIONS** in the Policy apply with respect to insurance provided under ALL OTHER FORMS except as they are modified or supplemented by the Forms or Endorsements attached. No term or condition of this Policy shall be deemed to have been waived by us in whole or in part unless the waiver is clearly stated in writing, signed by a person authorized for that purpose. Neither we nor you shall be deemed to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or to the investigation or adjustment of any claim under this Policy.

STANDARD MORTGAGE CLAUSE

(approved by The Insurance Bureau of Canada)

(All provinces except Quebec)

IT IS HEREBY PROVIDED AND AGREED THAT:

1. **BREACH OF CONDITIONS by MORTGAGOR, 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 mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk;
 PROVIDED ALWAYS that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or 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 continuance of this insurance.
2. **RIGHT OF SUBROGATION** - Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that - as to the Mortgagor 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 at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.
3. **OTHER INSURANCE** - If there be other valid and collectible insurance upon the property with loss payable to Mortgagee - at law or in equity - then any amount payable thereunder shall be taken into account 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 Clause coincides with the term of the policy; PROVIDED ALWAYS that the Insurer reserves the right to cancel the policy as provided by the Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.
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.

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.

STATUTORY CONDITIONS**(BRITISH COLUMBIA, ALBERTA AND MANITOBA)**

Statutory Conditions 1 to 14 inclusive apply as contract terms with respect to insurance on property. Only Statutory Conditions 1, 3, 4, 5 and 14 apply as contract terms with respect to Legal Liability, Voluntary Medical Payments and Voluntary Compensation for Damages to Property of others.

1. Misrepresentation

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

2. Property of others

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

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

3. Change of interest

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

4. Material change in risk

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

5. Termination of insurance

- (1) The contract may be terminated
 - (a) by the Insurer giving to the Insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (b) by the Insured at any time on request.
- (2) If the contract is terminated by the Insurer,
 - (a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

6. Requirements after loss

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

7. Fraud

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

8. Who may give notice and proof

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

- (a) by the agent of the Insured, if
 - (i) the Insured is absent or unable to give the notice or make the proof, and
 - (ii) the absence or inability is satisfactorily accounted for, or
- (b) by a person to whom any part of the insurance money is payable, if the Insured refuses to do so or in the circumstances described in clause (a) of this condition.

9. Salvage

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

10. Entry, control, abandonment

After loss or damage to insured property, the Insurer has

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

11. In case of disagreement

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

12. When loss payable

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

13. Repair or replacement

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

14. Notice

- (1) Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.
- (2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

STATUTORY CONDITIONS**(YUKON, NORTHWEST TERRITORIES AND NUNAVUT)**

Statutory Conditions 1 to 15 inclusive apply as contract terms with respect to insurance on property. Only Statutory Conditions 1, 3, 4, 5 and 15 apply as contract terms with respect to Legal Liability, Voluntary Medical Payments and Voluntary Compensation for Damages to Property of others.

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 Act or 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 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 he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such a 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 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 pro rata premium for the expired time, but, in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and

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

6. Requirements After Loss

- (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, costs, actual cash value and particulars of amount of loss claimed;
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes;
 - (iii) stating that the loss did not occur through any 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.
- (2) The evidence furnished under clauses (c) and (d) of sub-paragraph (1) of the 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 any of the above particulars, vitiates the claim of the person making the declarations.

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

- (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-paragraph (1) 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 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.

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 Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

12. When Loss Payable

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

13. Replacement

- (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 the 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.

14. Action

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year* next after the loss or damage occurs.

*Two years in Yukon Territory.

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 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.