

SEASONAL DWELLING (FIRE & EXTENDED COVERAGE)

DEFINITION

“**Seasonal dwelling building**” means the building described on the Declarations Page occupied by you as a private seasonal residence.

PROPERTY COVERAGES

The “Amounts of Insurance” are shown on the Declarations Page. These amounts include the cost of removing debris of the property insured by this Form as a result of an insured peril.

If you must remove insured property from your premises to protect it from loss or damage, it is insured by this Form for seven (7) days or until your policy term ends -whichever occurs first. The “Amount of Insurance” will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

We will pay up to \$500 (without deductible) to replace or rekey, at our option, the locks on the insured premises 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.

Seasonal Dwelling Building

We insure:

1. The seasonal dwelling building and attached structures;
2. Permanently installed outdoor equipment on the premises;
3. Outdoor swimming pool, outdoor hot tub and attached equipment on the premises;
4. Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of the seasonal dwelling building or private structures on the premises.

Optional Coverage Extensions – Seasonal Dwelling Building

The following extensions are available without increasing the “Amount of Insurance” shown on the Declarations Page. You may apply up to 10% of the “Amount of Insurance” on the seasonal dwelling building to insure each of the following:

1. Building Fixtures and Fittings temporarily removed from the premises for repair or seasonal storage.
2. Detached Private Structures – structures or buildings separated from the seasonal dwelling building by a clear space, on the premises but not insured under the building. If they are connected to the seasonal dwelling building by a fence, utility line or similar connection only, they are considered to be detached structures. If you have more than one detached structure, the “Amount of Insurance” will be divided in the proportions that the value of each structure has to the value of all such structures at the time of loss.

Personal Property

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

If you do not own the seasonal dwelling building, we also insure seasonal dwelling improvements and betterments made by you or acquired at your expense.

We do not insure loss or damage to motorised vehicles, trailers and aircraft or their equipment (except for watercraft, motorised lawn mowers, other gardening equipment, snow blowers, motorised wheelchairs or motorised scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

Optional Coverage Extensions – Personal Property

The following extension is available without increasing the “Amount of Insurance” on the Declarations Page. You may apply up to 10% of the “Amount of Insurance” on your personal property to insure the following:

Uninsured Personal Property of Others while it is on that portion of the premises which you occupy but we do not insure property of roomers or boarders who are not related to you.

Special Limits of Insurance

We insure:

1. Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$5,000 in all, but only while on the premises;
2. Garden-type tractors including attachments and accessories up to \$10,000 in all;
3. Watercraft, their furnishings, equipment, accessories and motors, sailboards, seadoos/jetskis, canoes/kayaks up to \$2,000 in all.

INSURED PERILS

You are insured against direct loss or damage caused by the following perils as described and limited:

1. **Fire or Lightning.**
2. **Explosion.** This peril does not include water hammer.
3. **Smoke.** This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces.
4. **Falling Object.** This peril means a falling object which strikes the exterior of a building.
5. **Impact By Aircraft or Land Vehicle.** This peril does not include any impact by a vehicle owned or operated by you or your employees. Animals are not insured under this peril.
6. **Riot.**
7. **Water Damage.** This peril means loss or damage caused by:
 - 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. 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 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;

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;
- (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 from which the water escaped;
- (ix) occurring while the building is under construction or vacant unless we have given permission for construction or vacancy.

- 8. Windstorm or Hail.** This peril does not include loss or damage to your personal property within a building or to the interior of a building caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building.

Any watercraft you own are insured up to \$1,000 if they were inside a fully enclosed building at the time of loss. Canoes and rowboats are also insured while in the open.

This peril does not include damage:

- a. to fences;
- b. to outdoor radio and TV antennas (including satellite dishes) and their attachments;
- c. due to weight or pressure or melting of ice or snow, waves, floods, whether driven by wind or not.

9. Damage Caused by Bears

LOSS OR DAMAGE NOT INSURED

We do not insure:

- 1. loss or damage occurring after your seasonal dwelling building has, to your knowledge, been "vacant", even if partially or fully furnished, for more than 30 consecutive days;
- 2. loss or damage caused directly or indirectly by:
 - a. 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;
 - b. contamination by radioactive material.
- 3. loss or damage caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- 4. buildings or structures used in whole or in part for "business" or "farming" purposes unless declared on the Declarations Page;
- 5. losses or increased costs of repair due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services, provided however that such loss or increased cost is not the direct result of change to the national building code;
- 6. loss or damage resulting from any intentional, 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. loss or damage 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;
- 8. loss of or damage to any property illegally acquired, kept, stored, transported, or imported, including any property illegally imported at the date of its entry into Canada;
- 9. loss of or damage to books of account and evidences of debt or title;
- 10. loss of or damage to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- 11. money, bullion and securities;
- 12. lawns and outdoor trees, shrubs and plants;
- 13. loss or damage caused by snowslide, earthquake, landslide or any other earth movement unless a fire or explosion results, in which case we will insure only that portion of the damage caused by these perils;
- 14. loss or damage caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants;
- 15. loss or damage to electrical devices or appliances caused by electrical currents other than lightning unless fire or explosion follows, and then only for the resulting damage;
- 16. loss or damage caused by condensation;
- 17. loss or damage to business property including samples and goods held for sale except books, tools, and instruments as otherwise covered under Special Limits of Insurance.

BASIS OF CLAIM PAYMENT

We will pay the actual cash value of insured loss or damage up to your financial interest in the property, but not exceeding the applicable "Amount(s) of Insurance" for any loss or damage arising out of one "occurrence".

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

Any loss or damage shall not reduce the "Amount(s) of Insurance" provided by this policy.

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 Declarations Page 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.

Insurance under More than One Policy

If you have insurance on specifically described property, 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.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

All other terms, conditions, provisions, definitions, and exclusions of the policy to which this Form applies remain unchanged.