

# RENTED DWELLING FORM – NAMED PERILS (FARM)

## 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 30 days or until your Form 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.

## RENTED DWELLING BUILDING

We insure:

1. The rented 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 rented dwelling building or private structures on the premises.

### Optional Coverage Extensions – Rented 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 rented 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 rented dwelling building by a clear space, on the premises but not insured under the building. If they are connected to the rented 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.

## FAIR RENTAL VALUE

You have this coverage only if an "Amount of Insurance" is shown for it on your Declarations Page.

If an insured peril makes that part of the rented dwelling building or detached private structures 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 rented dwelling building or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the rented dwelling building or detached private structures rented or held for rental is unfit for occupancy.

If a civil authority prohibits access to the rented dwelling as a direct result of damage to neighbouring premises by an Insured Peril under this Form, we insure any resulting Fair Rental Value loss for a period not exceeding two (2) weeks.

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

## PERSONAL PROPERTY

You have this coverage only if an "Amount of Insurance" is shown for it on your Declarations Page.

We insure the following personal property which you own while on your premises described on the Declarations Page:

1. equipment used for maintenance of the "rented dwelling building" and premises, including lawn mowers and lawn tractors;
2. refrigerators, stoves, dishwashers, washing machines and clothes dryers but excluding coin operated washing machines and clothes dryers.

## 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. Vandalism or Malicious Acts. This peril does not include loss or damage:
  - a. occurring while the building is under construction or "vacant" even if permission for construction or vacancy has been given by us;
  - b. caused by you;
  - c. caused by theft or attempted theft;
  - d. to glass which forms part of a building.
8. 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 but 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 drive 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;
9. 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.
- 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.

## LOSS OR DAMAGE NOT INSURED

We do not insure:

1. loss or damage occurring after the "rented 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. loss or damage resulting from any intentional, criminal act or failure to act by:
  - a. any person insured by this Form; or
  - b. any other person at the direction of any person insured by this Form;
6. 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;
7. 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;
8. loss of or damage to books of account and evidences of debt or title;
9. loss of or damage to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
10. money, bullion and securities;
11. lawns and outdoor trees, shrubs and plants;
12. 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;
13. loss or damage caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants;
14. 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;
15. loss or damage caused by condensation.
16. 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.

## BASIS OF CLAIM PAYMENT

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

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

### 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 in any one occurrence.

For losses from Vandalism and Malicious Acts caused by tenant, we pay only the amount by which the loss or damage exceeds two (2) times the deductible shown on the Declarations Page.

### Rented Dwelling Building and Detached Private Structures

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

In the event your "rented dwelling" is a mobile home, loss settlement will be as provided in clause (B), Actual Cash Value (unless otherwise shown on the declaration page).

- A) The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case we will pay in the proportion that the applicable amount of insurance bears to 80% of the replacement cost of the damaged building at the date of damage, but not exceeding the actual cost incurred.

We do not insure 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.

- B) The Actual Cash Value of the damage at the date of the "occurrence".

## Personal Property

We will pay the Actual Cash Value of the damage up to the applicable amount of insurance.

## Actual Cash Value

Actual Cash Value means the cost at the time of loss to repair or replace property less depreciation. In determining depreciation, we will consider, but are not limited to the age, condition, resale value, obsolescence, and normal life expectancy of the property at the time of the loss.

## Insurance under More than One Policy

If you have insurance on specifically described property, this Form 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 Form.

## 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 Declarations Page.

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

“**Business Premises**” means premises on which a business is conducted, 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.

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

“**Fair Rental Value**” means the actual total annual gross rent or rental value of the occupied portion or portions of the rented dwelling building plus the estimated annual rental value of any unoccupied portion or portions of the rented dwelling building.

“**Farming**” means the ownership, maintenance or use of premises and machinery for the production of crops or the care or raising of livestock, including all necessary operations. Farming also includes the operation of roadside stands and farm markets maintained principally for the sale of your own farm products.

“**Insured**” means the person(s) named as Insured on the Declarations 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 (2) years; or
- in the following cases, for at least one (1) 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.

In addition, a student who is enrolled in and 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 principal residence stated on the Declarations Page.

“**Insured Peril**” means a cause of loss or damage insured under the coverage form stated on the Declarations Page.

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

“**Rented Dwelling Building**” means the building described on the Declarations Page occupied in whole or in part as a private residence by persons other than you.

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

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

- (a) 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,
- (b) in the case of a newly constructed dwelling, no occupant has yet taken up residence.

“**Water main**” means a pipe forming a part of a water distribution system, which conveys consumable water but not wastewater.

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

“**You**” or “**your**” refers to the “**Insured**”.