

PRIVATE DWELLING FIRE AND EXTENDED COVERAGE

Definitions

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

"Dwelling Building" means the building described on the Coverage Summary page occupied in whole or in part as a private residence by persons other than you.

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

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

"Rental Value" means the actual total annual gross rent or rental value of the occupied portion or portions of the dwelling building plus the estimated annual rental value of any unoccupied portion or portions of the dwelling building.

"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.

PROPERTY COVERAGES

The amounts of insurance are shown on the Coverage Summary 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 rider 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.

Dwelling Building

We insure:

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

Optional Coverage Extensions - Dwelling Building

The following extensions are available without increasing the amount of insurance shown on the Coverage Summary page. You may apply up to 10% of the amount of insurance on the 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 dwelling building by a clear space, on the premises but not insured under the building. If they are connected to the 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.
3. Fair Rental Value - If an Insured Peril makes that part of the 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 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 dwelling building or detached private structures rented or held for rental is unfit for occupancy.

Contents (Personal Property)

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

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

We do not insure loss or damage to motorized vehicles, trailers and aircraft or their equipment (except for motorized wheelchairs, watercraft, motorized lawn mowers, other gardening equipment or snow blowers). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

Optional Coverage Extensions – Contents

The following extensions are available without increasing the amount of insurance on the Coverage Summary page. You may apply up to 10% of the amount of insurance on your contents to insure each of the following:

1. 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.
2. Personal Property Temporarily Removed - your personal property, excluding watercraft, while temporarily away from the premises anywhere in Canada or in the Continental United States of America.
Personal property temporarily removed to any other location you own is not insured nor is your property insured while stored in a warehouse.
3. Additional Living Expense - Any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living, if an Insured Peril makes the dwelling unfit for occupancy, or you have to move out while repairs are being made. Payment shall be for the reasonable time required to repair or rebuild the dwelling or, if you permanently relocate, the reasonable time required by your household to settle elsewhere.

If a civil authority prohibits access to the dwelling as a direct result of damage to neighbouring premises by an Insured Peril, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding two weeks.

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

Special Limits of Insurance

We insure:

1. Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$1,000 in all, but only while on the premises. Other business property, including samples and goods held for sale, is not insured.

2. Watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all.
3. Garden-type tractors including attachments and accessories up to \$5,000 in all;
4. Computer software up to \$500 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. 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.
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 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;
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.
10. Damage Caused by Bears

LOSS OR DAMAGE NOT INSURED

We do not insure:

1. loss or damage occurring after the 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 Coverage Summary 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 or criminal act or failure to act by:
 - a. any person insured by this rider; or
 - b. any other person at the direction of any person insured by this rider;
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 snow slide, earthquake, landslide or any other earth movement unless a fire or explosion results, in which case we will insure on 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 pollutant;
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 vandalism by any tenant, members of the tenant's household or guests of the tenant;
17. loss or damage caused by condensation;
18. loss or damage to the outer metal cover of any farm mobile home caused by hail, whether driven by wind or not, unless such cover is punctured by the hail.
19. 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 to control such Illegal Substance Activity;
21. the cost of making good faulty material or workmanship;
23. wear and tear, inherent vice, latent defect, mechanical breakdown, deterioration;
24. 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

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

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 amounts of insurance provided by this rider.

Deductible

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Coverage Summary page in any one occurrence.

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

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 "dwelling building" is a mobile home, loss settlement will be as provided in clause (B), Actual Cash Value.

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

In determining the cost of repairs or replacement, we will not pay or include the increased costs of repair or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services.

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 is 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 rider 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 rider.