

## HOMEOWNERS BROAD FORM

### Agreement

We provide the insurance described in this policy in return for payment of the premiums and subject to the terms and conditions set out. All amounts of insurance, premiums and other amounts expressed in this policy are in Canadian currency.

This form consists of two sections:

**SECTION I** describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

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

### IMPORTANT

*This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.*

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

## SECTION I - PROPERTY COVERAGES

### DEFINITIONS

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

**"Coverage Summary Page"** means the Coverage Summary Page, Home Insurance Certificate and/or the Declarations.

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

**"Dwelling"** means the building described on the Coverage Summary Page wholly or partially occupied by you as a private residence.

**"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 spores or resultant mycotoxins, allergens, or pathogens.

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

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

**"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:

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

In addition, a student who is enrolled in and actually attends a school, college or university and who is dependent on the Named Insured or his or her spouse for support and maintenance is also insured even if temporarily residing away from the principal residence stated on the Coverage Summary Page.

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

**"Premises"** means the land contained within the lot lines on which the dwelling is situated.

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

**"Spores"** includes, but is not limited to, one or more reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.

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

**"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), 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 and no new occupant has taken up residence; or

in the case of a newly constructed house, no occupant has yet taken up residence.

**"Watermain"** 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.

### COVERAGES

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

#### Coverage A - Dwelling Building

We insure:

1. the dwelling and attached structures;
2. permanently installed outdoor equipment on the premises;
3. outdoor swimming pool 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 your dwelling or private structures on the premises. We insure against the peril of theft only when your dwelling is completed and ready to be occupied.

#### Building Fixtures and Fittings

You may apply up to 10% of the amount of insurance on your dwelling to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage.

#### Outdoor Trees, Plants and Shrubs

You may apply up to 5% in all of the amount of insurance on your dwelling to trees, plants and shrubs on your premises. We will not pay more than \$500 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 vehicle, riot, vandalism or malicious acts, as described under Insured Perils.

We do not insure items grown for commercial purposes or lawns.

#### Coverage B - Detached Private Structures

We insure structures or buildings on your premises separated from the dwelling by a clear space, but not insured under Coverage A. If they are connected to the dwelling by a fence, utility line or similar connection only, they are considered to be detached structures.

### Coverage C - Personal Property

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

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

2. We insure your personal property while it is temporarily away from your premises, anywhere in the world. If you wish, we will include personal property belonging to others while it is in your possession or belonging to a residence employee travelling for you.

Personal property normally kept at any other location you own is not insured. Personal property stored in a warehouse is only insured against the peril of theft.

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

We do not insure loss or damage to:

- (a) motorized vehicles or their equipment (except for watercraft, lawn mowers, other gardening equipment, snow blowers, wheelchairs or scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability);
- (b) camper units, truck caps, trailers, or their equipment;
- (c) aircraft or their equipment.

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

### Special Limits of Insurance

We insure:

- (1) books, tools, and instruments pertaining to a business, profession or occupation, but only while on your premises, for an amount up to \$2,000 in all. Other property used for business, including samples and goods held for sale, is not insured.
- (2) securities up to \$2,000 in all;
- (3) personal property used by any student insured by this policy who is temporarily living away from home, up to \$5,000 in all;
- (4) money including cash cards (meaning cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account) or bullion, up to \$200 in all;
- (5) garden-type tractors including attachments and accessories up to \$5,000 in all;
- (6) watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all, while on your premises or away on a permanent or temporary basis;
- (7) computer software up to \$2,500 in all. We do not insure the cost of gathering or assembling information or data;
- (8) spare automobile parts up to \$1,000 in all;
- (9) animals, including birds and fish up to \$1,500 in all.

The following special limits of insurance apply if the items described below are stolen:

- (10) jewellery, watches, gems, for garments and garments trimmed with fur up to \$2,000 in all;
- (11) silverware, meaning silverware, silver-plated ware, goldware, gold-plated ware and pewterware up to \$5,000 in all;
- (12) numismatic property (such as coin collections) up to \$500 in all;
- (13) manuscripts, stamps and philatelic property (such as stamp collections) up to \$1,000 in all;
- (14) collectible cards (such as sports personality cards) up to \$1,000 in all;
- (15) each bicycle, its equipment and accessories, up to \$500 in all.

### Coverage D - Additional Living Expense

The amount of insurance for Coverage D is the total amount for any one

or a combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy.

1. **ADDITIONAL LIVING EXPENSE.** If as a result of damage by an Insured Peril your dwelling is unfit for occupancy or you have to move out while repairs are being made, we insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required repairing or rebuilding your dwelling or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
2. **FAIR RENTAL VALUE.** If an Insured Peril makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling 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 or detached private structures rented or held for rental is unfit for occupancy.
3. **PROHIBITED ACCESS.** If a civil authority prohibits access to your dwelling:
  - (a) as a direct result of damage to neighbouring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 2 weeks; or
  - (b) by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense incurred by you for the period access is prohibited, not exceeding 2 weeks.

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

1. flood, meaning waves, tides, tidal waves or the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made;
2. earthquake;
3. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
4. 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;
5. contamination by radioactive material;
6. or 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 except for ensuing loss or damage which results directly from fire or explosion, as described in Insured or Specified Perils.

The term "civil authority" referred to in Coverage D shall mean any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province, and/or any person acting with authority under a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

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

### EXTENSIONS OF COVERAGE

#### Debris Removal

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

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

#### Property Removed

If you must remove insured property from your premises to protect it from loss or damage, it is insured by this form for 30 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 insured property at the time of loss.

#### **Moving to Another Home**

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

#### **Fire Department Charges**

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

#### **Change of Temperature**

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

#### **Freezer Food**

We will pay up to \$2,000 for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer. This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure:

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

This coverage is not subject to a deductible.

#### **Lock Replacement**

We will pay up to \$500 to replace or re-key, at our option, the locks on your principal residence if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft. This coverage is not subject to a deductible.

#### **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 swimming pools or public water mains is not insured.

#### **Arson Conviction Reward**

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

#### **Credit or Debit Cards, Forgery and Counterfeit Money**

We will pay for:

1. your legal obligation under Canadian Law because of the unauthorized use by any person other than an insured of credit cards issued to you or registered in your name provided you have complied with all the conditions under which the card was issued;
2. loss caused by theft of debit or automated teller cards issued to you or registered in your name provided you have complied with all of the conditions under which the card was issued;
3. loss to you caused by forgery or alteration of cheques, drafts or other negotiable instruments;
4. loss arising from your acceptance in good faith of counterfeit Canadian or United States paper currency up to \$200 for any one transaction.

We will not pay under 1 or 2 above for your obligation arising from the use of a card by any person living in your household or any person entrusted with the card.

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

This coverage is not subject to a deductible.

#### **Inflation Protection**

If there is a loss insured under Section I, we will automatically increase the amounts of insurance shown on the Coverage Summary Page under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change in the amounts of insurance shown on the Coverage Summary Page, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Coverage Summary Page under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

#### **Insured Perils - Coverages A, B and D**

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

#### **Insured Perils - Coverage C**

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. 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 watermain;
  - (b) the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic water container, which is located inside your dwelling;
  - (c) the sudden and accidental escape of water from a domestic water container located outside your dwelling. However, such damage is not covered when the escape of water is caused by freezing;
  - (d) water which enters your dwelling through an opening which has been created suddenly and accidentally by an Insured Peril other than Water Damage;but we do not insure loss or damage:
  - (i) caused by freezing during the usual heating season:
    - 1) within a heated portion of your dwelling if you have been away from your premises for more than 4 consecutive days but you will still be insured if you had taken either of the following precautions:
      - arranged for a competent person to enter your dwelling each day you were away to ensure that heating was being maintained, or
      - shut off the water supply and had drained all the pipes and domestic water containers,
    - 2) within an unheated portion of your dwelling;
  - (ii) caused by continuous or repeated seepage or leakage of water;

- (iii) caused by the backing up or escape of water from a sewer, sump or septic tank;
  - (iv) caused by ground water or rising of the water table;
  - (v) caused by surface waters, unless the water escapes from a watermain or from a domestic water container located outside your dwelling;
  - (vi) caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
  - (vii) to a watermain;
  - (viii) to a system or domestic water container from which the water escaped;
  - (ix) occurring while the building is under construction or vacant even if 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 caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building.
- This peril does not include loss or damage:
- (a) due to weight, pressure or melting of ice or snow, whether driven by wind or not;
  - (b) due to waves or floods, whether driven by wind or not.
10. **TRANSPORTATION.** This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier.

This peril means loss or damage to your personal property while it is temporarily removed from your premises.

This peril does not include loss or damage to:

- (a) property in a vacation or home trailer which you own;
- (b) any watercraft, their furnishings, equipment or motors.

11. **THEFT, INCLUDING DAMAGE CAUSED BY ATTEMPTED THEFT.**

This peril does not include loss or damage:

- (a) which happens at any other dwelling which you own, rent or occupy, except while you are temporarily living there;
- (b) from the part of the dwelling rented to others, caused by theft or attempted theft by any tenant, tenant's employee or member of a tenant's household;
- (c) to animals, birds or fish;
- (d) to property in or on any motor vehicle or trailer away from your premises, unless there is forcible entry into the vehicle while all its doors, windows and other openings are closed and locked, and there are visible marks of the forcible entry.

12. **ELECTRICITY.** This peril means sudden and accidental damage from artificially generated electrical current.

**Notice to Authorities**

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

**EXCLUSIONS - SECTION I**

**Property Not Insured**

We do not insure:

- 1. buildings or structures used in whole or in part for business or farming purposes;
- 2. property at any fairground, exhibition or exposition for the purpose of exhibition;
- 3. any property illegally acquired, kept, stored or transported, or property subject to forfeiture;
- 4. evidences of debt or title;

**Loss or Damage Not Insured**

- 5. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- 6. wear and tear, deterioration, latent defect, inherent vice or mechanical breakdown, rust or corrosion, wet or dry rot, fungi or spores or acid rain;
- 7. the cost of making good faulty material or workmanship;
- 8. settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass; nor do we insure loss or damage:
- 9. caused by birds, vermin, raccoons, rodents or insects except loss or damage to building glass;
- 10. caused by smoke from agricultural smudging or industrial operations;
- 11. to outdoor radio and T.V. antennae (including satellite receivers) and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
- 12. occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;
- 13. 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;
- 14. caused by contamination by radioactive material;
- 15. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- 16. resulting from any intentional or criminal act or failure to act by:

- (a) any person insured by this policy; or
  - (b) any other person at the direction of any person insured by this policy;
- 17. to personal property while undergoing a process involving the application of heat, but resulting damage to other property is insured;
  - 18. caused by snowslide, earthquake, landslide or any other earth movement. If any of these result in fire or explosion, we will pay only for the resulting loss or damage;
  - 19. 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;
  - 20. 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;
  - 21. resulting from the release, discharge or dispersal of fuel oil;
  - 22. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
  - 23. loss or damage insured under Coverages A and B caused by water unless the loss or damage resulted from:
    - (a) the sudden and accidental escape of water from a watermain;
    - (b) the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic water container, which is located inside your dwelling;
    - (c) the 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 a Specified Peril other than water damage;

but we do not insure loss or damage:

- (i) caused by freezing during the usual heating season:
  - 1) within a heated portion of your dwelling if you have been away from your premises for more than 4 consecutive days but you will still be insured if you had taken either of the following precautions:

- arranged for a competent person to enter your dwelling each day you were away to ensure that heating was being maintained, or
  - shut off the water supply and had drained all the pipes and domestic water containers,
- 2) within an unheated portion of your dwelling;
- (ii) caused by continuous or repeated seepage or leakage of water;
  - (iii) caused by the backing up or escape of water from a sewer, sump or septic tank;
  - (iv) caused by ground water or rising of the water table;
  - (v) caused by surface waters, unless the water escapes from a watermain or from a domestic water container located outside your dwelling;
  - (vi) caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
  - (vii) to a watermain;
  - (viii) to a system or domestic water container from which the water escaped;
  - (ix) occurring while the building is under construction or vacant even if we have given permission for construction or vacancy;
24. caused directly or indirectly by the failure, on premises of the insured or service provider, of any:
- electronic system, electronic data processing equipment, or other equipment, including micro-chips embedded therein;
  - computer program;
  - software;
  - media;
  - data;
  - memory storage system;
  - memory storage device;
  - real time clock;
  - date calculator; or
  - any other related component, system, process or device to correctly read, recognize, interpret or process any encoded, abbreviated or encrypted date, time or combined date/time data or data field. Such failure shall include any error in original or modified data entry or programming.
- This exclusion does not apply to loss or damage caused by fire, explosion or leakage from fire protective equipment;
25. caused directly or indirectly, in whole or in part, by terrorism or by any activity or decision of a government agency or any 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 except for ensuing loss or damage which results directly from fire or explosion, as described in Insured or Specified Perils;
26. caused directly or indirectly, in whole or in part, by grow operations or by any activity or decision of a government agency or other entity to prevent, respond to or terminate grow operations. 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 except for ensuing loss or damage which results directly from fire or explosion, as described in Insured or Specified Perils.

### Specified Perils

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

1. fire;
2. lightning;
3. explosion;
4. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
5. falling object which strikes the exterior of a building;
6. impact by aircraft or land vehicle;

7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
  - (a) the sudden and accidental escape of water from a watermain;
  - (b) the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic water container, which is located inside your dwelling;
  - (c) the sudden and accidental escape of water from a domestic water container located outside your dwelling. However, such damage is not covered when the escape of water is caused by freezing;
  - (d) water which enters your dwelling through an opening which has been created suddenly and accidentally by an insured peril;
10. windstorm or hail;
 

This peril does not include loss or damage:

  - (a) due to weight, pressure or melting of ice or snow, whether driven by wind or not;
  - (b) due to waves or floods, whether driven by wind or not.
11. transportation meaning loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacant or home trailer which you own.

### Basis of Claim Payment

We will pay for insured loss of or damage to the dwelling and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence.

### Dwelling 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).

- (A) The cost of repairs or replacement (whichever is the less) without depreciation, in which case we will pay in 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 under (A) or the amount payable under (B) above, 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.

### Dwelling Only

If Guaranteed Replacement Cost is indicated on the Coverage Summary Page we will pay the cost of repairs or replacement even if it is more than the amount of insurance for Coverage A, provided;

- (a) the amount of insurance for Coverage A 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;
- (b) the amount of insurance applicable to Coverage A has not been reduced below the amount determined by the valuation guide; and
- (c) you notified us within 90 days of the start of the work if any improvement, extension or addition has been made to your dwelling.

### Dwelling and Detached Private Structures

If you do not repair or replace we will pay the actual cash value of the damage on the date of 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.

### Roof Damage to Dwelling and Detached Private Structures

In the event of loss or damage caused by windstorm, hail or weight of ice and/or snow to the roof(s) of the dwelling or detached private structure(s) and the roof is more than 5 years old, we will only pay on the basis of Depreciated Replacement Cost based on the age and type of roof, to a maximum depreciation of 75%.

If the roof is more than 5 years old, annual rates of depreciation, based on types of roofs, will be applied as follows:

- Built-up roofs - 10%;
- Asphalt composition or any other roof not specified - 5%;
- Wood shakes or shingles roofs - 4%;
- Membrane roofs - 3%;
- Metal, tile, rubber or slate roofs – 2%;
- Gutters, downspouts, eavestroughs, vents or flashing – 4%

Roof includes, but is not limited to, roof covering and materials, roof assembly, eavestroughs, gutters, downspouts, vents and flashing.

Depreciated Replacement Cost means the cost, on the date of the loss or damage, of the lower of:

- (i) repairing the property with materials of similar kind and quality; or
- (ii) new materials of similar kind, quality and usefulness;

with a deduction for depreciation based on the type of roof and annual rate of depreciation defined in these provisions.

Depreciated Replacement Cost does not apply in the event of a total loss to the dwelling insured under Coverage A.

### Personal Property

1. For electronic media we will pay the cost of reproduction from duplicates or from originals of the previous generation of the media. We will not pay the cost of gathering or assembling information or data for reproduction.
2. For other records, including books of account, drawings or card index systems, we will pay the cost of blank books, pages, cards or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:
  - (a) articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings and statuary;
  - (b) articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors items;
  - (c) property that has not been maintained in good or workable condition;
  - (d) 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

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

- (i) repairing the property with materials of similar kind and quality; or
- (ii) 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. 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 replacement cost bases within 180 days after the date of loss.

For personal property described under "special limits of insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

### Actual Cash Value

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

### 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.

### Amounts Not Reduced

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

### 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.

## ADDITIONAL CONDITIONS

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

**Parts:** In the case of loss of or damage to any part of the insured property consisting, when complete for use, of several parts, we will not pay for more than the insured value of the part lost or damaged, including the cost of installation.

**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.

## DUTIES AFTER LOSS

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

1. submit to examination under oath;
2. produce for examination all documents in your possession or control that relate to the application for insurance and Proof of Loss; and
4. permit extracts and copies of such documents to be made; all at a reasonable place and time designated by us.

## STATUTORY CONDITIONS

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

## SECTION II - LIABILITY COVERAGE

### DEFINITIONS

(Applicable to Section II)

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

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

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

**"Coverage Summary Page"** in this Section has the same meaning as in Section I.

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

**"Grow Operations"** in this Section has the same meaning as in Section I.

**"Insured"** in this Section has the same meanings as in Section I. In addition, we will insure:

1. any person or organization legally liable for damages caused by a watercraft or animal owned by you, and to which this insurance applies. This does not include anyone using or having custody of the watercraft or animal in the course of any business or without the owner's permission;
2. a residence employee while performing duties in connection with the ownership, use or operation of motorized vehicles and trailers for which coverage is provided in this form;
3. your legal representative having temporary custody of the insured premises, if you die while insured by this form, for liability arising out of the premises;
4. any person who is insured by this form for at the time of your death and who continues residing on the premises;
5. a named insured, spouse or parent(s) of either, while residing in a nursing or other long term care home.

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

**"Premises"** means all premises where the person(s) named as Insured on the Coverage Summary Page, or his or her spouse, maintains a residence, including seasonal and other residences, provided such premises are specifically described on the Coverage Summary Page.

It also includes:

1. premises where you are temporarily residing or which you are using temporarily, as long as you are not the owner of the premises;
2. premises in Canada to be occupied by you as your principal residence from the date you acquire ownership or take possession but not beyond the earliest of:
  - (a) 30 consecutive days;
  - (b) the date the policy expires or is terminated;
  - (c) the date upon which specific liability insurance is arranged for such premises;
3. individual or family cemetery plots or burial vaults;
4. vacant land in Canada you own or rent, other than farm land;
5. land in Canada where an independent contractor building a one, two or three family residence to be occupied by you;
6. premises in Canada, leased or rented under any agreement, where a student who is dependent on the named insured or spouse for support and maintenance, is temporarily residing while attending a school, college or university.

**"Property Damage" means:**

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

**"Residence Employee"** in this Section has the same meaning as in Section I.

**"Terrorism"** in this Section has the same meaning as in Section I.

**"We"** or **"us"** or **"our"** in this Section has the same meaning as in Section I.

**"You"** or **"Your"** in this Section refers to the Insured.

## 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.

## Coverage E - Personal Liability

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

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

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

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 insured against whom claims are made or actions are brought.

Defense, costs and supplementary expense payments as described under "Defense, Settlement, Supplementary Payments" are in addition to the amount of insurance.

We do not insure claims made against you arising from:

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

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

## Defense, Settlement, Supplementary Payments

If a claim is made against you for which you are insured under Coverage E we will defend you, even if the claim is groundless, false, or fraudulent. We reserve the right to select legal counsel, investigate, negotiate and settle any claim if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also pay:

1. all expenses which we incur;
2. all costs charged against you in any suit insured under Coverage E;
3. any interest accruing after judgment on that part of the judgment which is within the amount of insurance of Coverage E;
4. premiums for appeal bonds required in any insured lawsuit involving you and bonds to release any property that is being held as security, up to the amount of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses including actual loss of income up to \$100 per day, which you incur at our request.

## What You Must Do After an Accident or Occurrence

1. When an accident or occurrence takes place you must promptly give us notice (in writing if requested by us). The notice must include:
  - (a) the date, time, place and circumstances of the accident or occurrence;
  - (b) names and addresses of witnesses and potential claimants.
2. You must also:

- (a) co-operate with us in any legal actions including obtaining witnesses, information and evidence about the accident or occurrence, if we ask you;
- (b) immediately send to us legal documents and any other written communications you receive concerning the accident or occurrence.

#### **Action Against Us**

No suit may be brought against us:

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

#### **Unauthorized Settlements**

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

#### **Loss Assessment Coverage**

Where we have extended Liability Coverage to a condominium unit, we will pay up to the amount of insurance stated for the limit of Coverage E in any one policy period for your share of any special assessment if:

1. the assessment is valid under the Condominium's governing rules, and
2. the assessment is made necessary by occurrence(s) to which Coverage E applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Association.

#### **What You Must Do After an Occurrence Results in an Assessment**

You must promptly give us notice (in writing if requested by us). The notice must include the date, time, place and circumstances of the occurrence which resulted in the assessments) being made against you.

You must also:

1. co-operate with us in obtaining information about the occurrence, if we ask you; and
2. immediately send us legal documents and any other written communications you receive concerning the assessments).

#### **Coverage F - 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 all the terms of this Coverage.

#### **Coverage G - Voluntary Payment for Damage to Property**

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

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance or theft of property.

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:

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

#### **Coverage H - Voluntary Compensation for Residence Employees**

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so stated on the Coverage Summary Page.

#### **Coverage**

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

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

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

#### **Exclusions**

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 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 and Motorized Vehicles You Own.**

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

- 1. watercraft, including their attachments, equipped with an outboard motor or motors of not more than 12kW (16 H.P.) in total when used with or on a single watercraft;
- 2. watercraft, including their attachments, equipped with any other type of motor of not more than 38 kW (50 H.P.);
- 3. non-motorized watercraft, including their attachments, not more than 8 meters (26 feet) in length;
- 4. self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 19kW (25 H.P.);
- 5. motorized golf carts while in use on your premises or on a golf course. You are also insured for the use and operation of a motorized golf cart in Canada while within the boundaries of a golf course or gated retirement community excluding its use or operation on any public road or by any person under the age of 16;
- 6. motorized wheelchairs including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.

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

**Watercraft and Motorized Vehicles You Do Not Own.**

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

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

**Watercraft and Motorized Vehicle Uses We Do Not Insure.**

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

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

**Trailers**

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

## Business and Business Property

We insure you against claims arising out of:

1. your personal actions during the course of your trade, profession or occupation which are not related directly to your trade, profession or occupation;
2. the occasional rental to others of the portion of the dwelling usually occupied by you as a private residence;
3. the rental to others of portions of your two or three-family dwelling usually occupied in part by you as a private residence provided no

family unit includes more than 2 roomers or boarders;

4. the rental of space in your residence to others for incidental office, school or studio occupancy;
5. the rental to others, or holding for rent, of not more than 3 car spaces or stalls in garages or stables;
6. the temporary or part-time business pursuits of an insured person under the age of 21 years.

Claims arising from any other business pursuit or operation are insured only if liability coverage for it is shown on the Coverage Summary Page

## EXCLUSIONS -SECTION II

We do not insure claims arising from:

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. bodily injury or property damage which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;
3. business pursuits or any business use of the premises except as provided under "business and business property in Section II;
4. the rendering or failure to render any professional service;
5. liability imposed upon or assumed by you under any workers' compensation statute;
6. bodily injury or property damage caused by any intentional or criminal act or failure to act by:
  - (a) any person insured by this policy; or
  - (b) any other person at the direction of any person insured by this policy;
7.
  - (a) sexual, physical, psychological or emotional abuse, molestation or harassment including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
  - (b) failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment;
8. the transmission of communicable disease by any person insured by this policy;
9. the ownership, use or operation of any watercraft, motorized vehicle or trailer except as provided under "watercraft and motorized vehicles" and "trailers" in Section II;
10. the ownership, use or operation of:
  - (a) any aircraft;
  - (b) premises used as an airport or landing facility;and all activities related to either;
11. bodily injury, property damage or personal injury arising out of the failure directly or indirectly of any:
  - electrical system, electronic data processing equipment, or other equipment, including micro-chips embedded therein;
  - computer program;
  - software;
  - media;
  - data;
  - memory storage system;
  - memory storage device;
  - real time clock;
  - data calculator; or
  - any other related component, system, process or device to correctly read, recognize, interpret or process, any encoded,

abbreviated or encrypted date, time or combined date/time data or data field. Such failure shall include any error in original or modified data entry or programming;

12. any underground oil storage tank, related apparatus or lines supplying or draining from such tank or apparatus where the claim is for:
  - (a) the actual, alleged or threatened discharge, dispersal, release, escape or presence of "pollutants" at or from premises owned, rented or occupied by any Insured;
  - (b) any loss, cost, expense or demand for payment arising out of any governmental or other direction or request that you or others (whether insured by this policy or otherwise) test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or otherwise deal with "pollutants", including any such loss, cost or expense for the remediation of premises referred to in sub-paragraph (a) above or elsewhere;
  - (c) any loss, cost, expense or demand for damages arising out of the circumstances described in sub-clause (a), above, where an Insured or any contractor or sub-contractor working directly or indirectly on an Insured's behalf is performing operations if the operations are to test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize or otherwise deal with "pollutants", including operations designed to remediate the premises owned, rented or occupied by an Insured or any other premises.

This exclusion will also apply to any above ground oil storage tank, related apparatus or lines supplying or draining from such tank or apparatus where the claim is for any of the items listed in sub-paragraphs (a) through (c) above, if specified on the Coverage Summary Page.

The term "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Sub-paragraphs 12 (a) and (c) of this exclusion do not apply to claims arising from heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be.

13. or caused directly or indirectly, in whole or in part, out of terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate terrorism. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim;
14. or caused directly or indirectly, in whole or in part, by grow operations or by any activity or decision of a government agency or other entity to prevent, respond to or terminate grow operations. This exclusion applies regardless of any other contributing or aggravating cause that contributes concurrently or in any sequence to the claim.

### Insurance Under More Than One Policy

If you have other insurance which applies to a loss or claim or would have applied if this policy did not exist this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

## CONDITIONS

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