

RESIDENTIAL PROPERTY COVERAGE – PLUS FORM

All Statutory and Additional Conditions Apply

AGREEMENT

“We” provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out. The “Declaration Page” summarizes the coverages and amounts of insurance “we” have agreed to provide and the period for which they are provided. Failure to comply with any term or condition may result in the denial of a claim under this policy.

All amounts of insurance, premiums, and other amounts as expressed in this policy are in Canadian currency.

DEFINITIONS

“**Business**” means any full-time or part-time pursuit undertaken for financial gain including a trade, profession or occupation.

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

“**Cash Cards**” means 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 account or other account.

“**Data**” means representations of information or concepts, in any form.

“**Data Problem**” means:

- (i) erasure, destruction, corruption, misappropriation or misinterpretation of “Data”;
- (ii) error in creating, amending, entering, deleting or using “Data”; or
- (iii) inability to receive, transmit or use “Data”; or
- (iv) damage to electronic data processing equipment or other related component system, process or device.

“**Declaration Page**” means the Section of “your” Insurance Policy containing basic information such as “your” name and address, the description and location of the insured property, the policy term, the amount of coverage, and premium amounts.

“**Digital Assets**” means electronic files for which a fee has been paid that are downloaded and stored on home electronic equipment, computers or mobile phones. “Digital assets” does not include downloaded files pertaining to “your” “business”.

“**Domestic Fuel Tank**” means a permanently installed, above-ground “domestic fuel tank(s)” that is part of a heating unit for the insured “dwelling” or for the insured detached private structure(s). The “domestic fuel tank” includes equipment, apparatus or piping which forms part of the permanent “domestic fuel tank” installation. A permanently installed “domestic fuel tank(s)” located in the basement of an insured “dwelling” or an insured detached private structure(s) is to be deemed to be above-ground.

“**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 “Declaration Page” occupied by “you” as a private residence.

“**Electronic Media**” means media that uses electronics or electromechanical devices to access content (opposite of print media) such as; video and audio recordings, multimedia presentations, CDs, DVDs.

“**Farm**” means an area of land and buildings for the growing of crops and/or raising of animals.

“**Flood**” includes, but is not limited to waves, tides, tidal waves, tsunamis, storm surge, or seiche; the overflow of any body of “water”, whether natural or man-made, breakage or overflow of man-made dikes, flood walls, levees or similar “water” control measures.

“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” below the surface of the ground, including that which exerts pressure on or flows, seeps, or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors.

“Ice Damming” means when melted snow refreezes forming a dam that can trap “water” under shingles or other roof finishing layers causing leaks through roof deck joints and nail holes.

“Identity Fraud” means the act or acts of knowingly transferring or using, without lawful consent or authority, “your” means of identity which constitutes a violation of any federal, provincial, territorial or municipal law. “Identity Fraud” does not include the fraudulent alteration of account profile information, such as the address to which statements are sent. “Identity Fraud” does not include the unauthorized use of valid credit cards, credit accounts or bank accounts. “Identity Fraud” does not include the fraudulent use of a “business” name, trade name or brand identity or other method of identifying a “business” activity.

“Identity Fraud Occurrence” means any act or series of acts of “Identity Fraud” by a person or group which results in an insured loss during the policy period.

“Leakage” means the accidental entry, escape or release of “water” or other fluid through a gap, flaw or other opening.

“Personal Transporter” means a self-balancing, electric-powered transportation device able to turn in place and designed for one person, with a top speed of 20 km/h.

“Pollutant” means any solid, liquid, gaseous or thermal irritant or contaminant, including vapour, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. “Pollutants” do not mean fuel oil that is contained in a “domestic fuel tank” apparatus or pipes used to heat the “dwelling”.

“Premises” means the “dwelling” and the land contained within the lot lines on which the “dwelling” is located.

“Residence Employee” means a person employed by “you” to perform duties in connection with the maintenance or use of the insured “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” or farming operation.

“Seepage” means the slow movement or oozing of “water” or other fluid through small openings, cracks or pores.

“Specified Perils” means, subject to the exclusions and conditions in this policy:

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 the “Dwelling” or 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” escape meaning:
 - (a) the sudden and accidental escape of “water” from within a “water main”, swimming pool or equipment attached;
 - (b) the sudden and accidental escape of “water” or steam from within a heating, sprinkler, air conditioning or plumbing system, or a “domestic water container” which is located inside “your” “dwelling”;
 - (c) “water” which enters through an opening which has been created suddenly and accidentally by an insured peril;
10. windstorm or hail;
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 vehicle of a common carrier, but does not include loss or damage to property in a vacation or home trailer which

is owned by “you”.

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

“**Spouse**” means either of two persons who are:

- married to each other or who have together entered into a marriage that is voidable or void; or
- living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three years or, if they are the natural or adoptive parents of a child, for a period of one year; or
- considered “spouses” under the Family Law Act, or its’ equivalent, in the jurisdiction in which the policy was issued.

“**Student**” means any “student” insured by this policy, who is temporarily living away from home for the purpose of attending a school, college or university. The “student” must be dependent on the Named Insured or his or her “spouse” for support and maintenance in order for coverage on this policy to extend to him/her.

“**Surface waters**” means “water” or natural precipitation temporarily diffused over the surface of the ground not caused by “flood” or escape of “water” from a “domestic water container” or “water main”.

“**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.

“**Under Construction**” means construction from the foundation, or any alterations or repairs to the “dwelling” which result in the piercing of an exterior wall or the roof for more than 24 hours, or which necessitates “your” temporary relocation.

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

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

“**Volunteer**” means any person who donates time to an organization for a charitable purpose or in direct service to the general public or the community.

“**Water**” means the chemical element defined as H₂O in any of its three natural states, liquid, solid and gaseous.

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

“**We**” or “**us**” or “**Our**” means the Company or Insurer providing this insurance.

“**You**” or “**your**” means the person(s) named as Insured on the “Declaration Page” and, while living in the same household, his or her “spouse”, the relatives of either or any person under the age of 21 in their care. This also includes any “student” insured by this policy, who is temporarily living away from home for the purpose of attending a school, college or university.

Only the person named on the “Declaration Page” may take legal action against “us”.

**PLUS FORM SECTION 1
PROPERTY COVERAGES**

**ALL STATUTORY AND ADDITIONAL CONDITIONS OF THIS POLICY
APPLY TO ALL COVERAGES OF SECTION 1**

COVERAGES

The amounts of insurance are shown on the "declaration page" for the coverages "you" have purchased. These amounts include the cost of removal of debris of the property insured by this policy as a result of an Insured Peril. When the damage to the property plus the cost of cleaning and removal of debris exceed the limit of insurance for the damaged property, an additional 5% of the limit of insurance on the damaged Building(s) will be available to cover debris removal expenses.

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

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.

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 public "water mains" or outdoor plumbing systems is not insured.

COVERAGE B - DETACHED PRIVATE STRUCTURES

"We" insure structures or buildings separated from the "dwelling" by a clear space, on "your" "premises" 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 private structures. Owned docks and boathouses on the shoreline of "your" "premises" are also included in this section of coverage.

Property Not Included as Detached Private Structures

This coverage does not apply to any building or structure that is or was designed for agricultural purposes or is or was used in whole or in part for farming or any other commercial or "business" purposes, whether it is in use, unoccupied, or "vacant".

COVERAGE C - PERSONAL PROPERTY

The description of Personal Property in the Residential Policy is as follows:

1. **ON PREMISES:** "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 "your" "premises" but "we" do not insure property of tenants, roomers or boarders who are not related to "you".

2. **OFF PREMISES:** “We” insure “your” personal property while it is temporarily away from “your” “premises”, anywhere in the world. This includes personal property newly acquired by “you” and in “your” possession when there has not been an opportunity to take such property to “your” “premises”.
- Personal property normally kept at any other location “you” own, rent or occupy is not insured.
 - Personal property stored in a warehouse is only insured for 30 days unless the loss or damage is caused by the peril of theft. To extend coverage for this property in storage for a further period, “we” must be notified in writing and endorse “your” policy as required.
 - If “you” wish, “we” will include uninsured personal property belonging to others while it is in “your” possession or belonging to a “residence employee” traveling for “you” to a maximum of \$3,000.
 - Personal property of “students” residing away from home is insured up to a limit of \$10,000 for each “student”.
 - Personal property of a parent or family member who is dependent on “you” for support and maintenance, while residing in a nursing home or other health-care facility, is insured up to a limit of \$2,500.
 - Personal property belonging to others which is in “your” possession while “you” are acting as a “volunteer” is limited to \$1,000.
 - Personal property that “you” are moving to a new principal residence in the province of Ontario is insured while in transit and while at “your” new principal residence for up to 30 consecutive days beginning the day “you” start “your” move. The amount of insurance will be divided in the proportion that the value of the property at each premise and in transit bears to the value of all “your” personal property, at the time of loss.

Property Not Included As Personal Property

“We” do not insure loss or damage to motorized vehicles, trailers, aircraft, unmanned air vehicles, drones or their equipment, except:

- motorized wheelchairs;
- scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability and are not subject to motor vehicle registration;
- “personal transporters”;
- watercraft;
- motorized lawn mowers, lawn and garden tractors up to 22kW (30 HP), other gardening equipment or snow blowers (subject to Special Limits Applicable to Some Personal Property);
- golf carts that are not subject to motor vehicle registration;
- electric bicycles, maximum speed 32 km/h and are not subject to motor vehicle registration;
- electric powered children’s toys, maximum 10 km/h and are not subject to vehicle registration

Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle, aircraft, unmanned air vehicle or drone.

Special Limits Applicable to Some Personal Property:

“We” insure:

1. Jewelry, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in all;
2. Numismatic property (such as coin collections and bank note collections) up to \$500 in all;
3. Collectables, meaning specifically, sports cards, sports memorabilia and comic book collections, up to \$2,500 in all;
4. Stamps and philatelic property (such as stamp collections) up to \$2,000 in all;
5. Silverware, meaning silverware, silver-plated ware, goldware, gold-plated ware and pewterware up to \$10,000 in all.

The above limits do not apply to any loss or damage caused by “Specified Perils”.

“We” insure:

6. Books, tools and instruments pertaining to a “business”, profession or occupation for an amount up to \$10,000 in all. Other “business” property, including samples and goods held for sale, is not insured;
7. Securities, books of account, deeds, evidences of debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit for an amount up to \$5,000 in all;
8. Money, bullion, or “cash cards” up to \$500 in all;

9. Lawn and garden tractors and golf carts including attachments and accessories up to \$15,000 in all;
10. Watercraft, their furnishings, equipment, accessories and motors up to \$3,000 in all. Loss or damage from windstorm or hail is insured only if they were inside a fully enclosed building. Canoes and rowboats are also insured while in the open;
11. Computer software, including "digital assets" up to \$5,000 in all including the cost of gathering or assembling lost information or "data";
12. Antiques only for their depreciated value (antique value is not covered unless specifically scheduled);
13. Parts for motorized vehicles that are not installed yet up to \$3,000 in all;
14. Bicycles and related equipment up to \$2,000 for any one bicycle or unattached piece of equipment;
15. Utility trailers up to \$1,000 in all;
16. "Personal transporters" up to a maximum of \$3,500 for any one "personal transporter" or unattached piece of equipment.
17. Electric bicycles up to a maximum of \$3,000 for any one electric bicycle.

COVERAGE D - ADDITIONAL LIVING EXPENSES

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

1. **Additional Living Expense:** If damage to "your" "dwelling" by an insured peril makes it 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 to repair or rebuild "your" "dwelling" or, if "you" permanently relocate, the reasonable time required for "your" household to settle elsewhere.
2. **Fair Rental Value:** If damage to "your" "dwelling" or detached private structures or unit by an insured peril makes that part of the "dwelling", detached private structure or unit 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", detached private structure or unit rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the "dwelling", detached private structure or unit rented or held for rental is unfit for occupancy.
3. **Civil Authority Prohibits Access:** If, as the direct result of damage to neighbouring "premises" by an insured peril, a civil authority prohibits access to "your" "dwelling" "we" insure any resulting Additional Living Expense and Fair Rental Value for a period not exceeding 30 days.
4. **Emergency Evacuation:** "We" will pay any necessary and reasonable increase in living expense incurred by "you" while access to "your" "dwelling" is prohibited by order of civil authority, but only when such order is given for evacuation as a direct result of a sudden and accidental emergency. "You" are insured for a period not exceeding 30 days from the date of the order of evacuation, or \$3,000, whichever is the lesser.
 "You" are not insured for any claim arising from evacuation resulting from:
 - (a) "flood"; this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion;
 - (b) earthquake;
 - (c) war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
 - (d) 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;
 - (e) contamination by radioactive material;
 - (f) "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion.

The term "civil authority" means 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.

ADDITIONAL COVERAGES – SECTION 1

1. **Lawns, Outdoor Trees, Shrubs and Plants:** “You” may apply up to 5% of the amount of insurance on “your” “dwelling” to lawns, trees, shrubs and plants on “your” “premises”. “We” will not pay more than \$2,500 for any one lawn, tree, shrub or plant, including debris removal expenses.
“We” insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts.
“We” do not insure items grown for commercial purposes.
2. **Pollution Damage - Insured Premises:** If a sudden and unintentional event occurs during the policy term resulting in pollution or contamination of property of the insured “premises”, which is required to be reported to any provincial authority, “we” will pay up to \$5,000, in any one policy year, subject to the policy deductible, for costs to remove and restore property of the insured “premises”.
3. **Credit or Debit Cards and Forgery and Counterfeit Money:**
“We” will pay for:
 - (a) “your” legal obligation to pay because of the theft or unauthorized use of credit or debit cards, library or video cards 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;
 - (b) loss to “you” caused by forgery or alteration of cheques, drafts or other negotiable instruments;
 - (c) loss by “your” acceptance in good faith of counterfeit Canadian or United States paper currency.

“We” do not cover:

- (a) losses caused by a resident of “your” household;
- (b) losses caused by a person to whom the card has been entrusted;
- (c) losses arising out of “your” “business” pursuits.

The most “we” will pay under this coverage during the term of this policy is \$5,000.
No deductible applies to this Additional Coverage.

4. **Inflation Protection:**
If there is a loss insured under Section 1 during the term of this policy, “we” will automatically increase the amounts of insurance shown on the “declaration page” under Section 1 by amounts which are solely attributable to the inflation increase:
 - since the inception date of this policy; or
 - the latest renewal date, or
 - from the date of the most recent change to the amounts of insurance shown on the “Declaration Page”,

whichever is the latest.

On the renewal date of “your” policy, if required, “we” will automatically increase the amounts of insurance shown on the “declaration page” under Section 1, by amounts which are solely attributable to the inflation increases since the inception date of this policy or the latest renewal date.

5. **Safety Deposit Box:** “We” will pay up to \$10,000 for loss or damage caused by any of the Insured Perils to “your” Personal Property while contained in a Bank (or Trust Company) safety deposit box.
6. **Lock Replacement:** “We” will pay up to \$500 for the replacement of locks or lock rekeying on the principal residence “dwelling” if the keys are stolen. No deductible applies to this Additional Coverage.
7. **Refrigerator and Freezer Foods:** “We” insure foodstuffs while contained in any refrigerator or food freezer unit(s) located within (or on) “your” “premises” for loss up to \$3,000 per occurrence when caused by a power failure or mechanical breakdown of such unit(s). “You” may apply a part of this limit to any reasonable expenses incurred, excluding repair or replacement parts, to reduce or avert the loss.
“We” do not insure loss or damage:

- (a) due to deliberate manual disconnection of the electrical power supply on the “premises”;
 - (b) due to inherent vice and/or natural spoilage;
 - (c) due to “your” failure to take all reasonable steps to prevent further loss or damage to the insured property.
- No deductible applies to this Additional Coverage.

8. **Fire Department Charges:** “We” will reimburse “you” for up to \$5,000 per occurrence if “you” are legally obligated to pay “your” municipal fire department resulting from charges incurred for attending “your” “premises” to save or protect insured property from loss or damage, or further loss or damage, due to an insured peril.
No deductible applies to this Additional Coverage.

9. **Arson or Theft Conviction Reward:** “We” will pay up to \$1,000 for information which leads directly to the conviction of any person or persons who rob from any person insured under this policy, or steals, vandalizes, burglarizes or commits arson to any covered property insured by this policy. The \$1,000 maximum payment under this section applies regardless of the number of persons providing information.
No deductible applies to this Additional Coverage

10. **Emergency Services Forced Entry:** “We” will pay up to \$5,000 in all for loss or damage caused to the “dwelling” or detached private structure(s) when the fire, police or ambulance service has to force entry to the building(s) because of an emergency or perceived emergency involving “you” or “your” family.
No deductible applies to this Additional Coverage.

11. **By-Law Coverage:** In the event of direct damage caused by an insured peril, “we” will pay an additional amount up to \$10,000 for the increased cost of demolition, construction, or repair to comply with any law regulating the zoning, demolition, repair or construction of buildings and their related services. Coverage is extended to pay for:

- a) loss resulting from the demolition of any undamaged portion of the “dwelling”; or
- b) the cost of demolishing and clearing the site of any undamaged portion of the “dwelling”; or
- c) any increase in the cost of repairing, replacing, constructing or reconstructing the “dwelling” on the same site or on an adjacent site, of like height, floor area and style, and for like occupancy; arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which:
 - i) regulates zoning or the demolition, repair or construction of damaged buildings or structures; and
 - ii) is in force at the time of such loss or damage.

“We” will not pay:

- a) more than the minimum amount required to comply with an enforceable by-law, regulation, ordinance or law;
- b) the additional costs caused by the enforcement of any by-law, regulation, ordinance or law which prohibits “you” from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy.

12. **Identity Fraud:** “We” will pay up to \$10,000, or the limit shown on the “Declaration Page”, for the following reasonable costs and expenses incurred by “you” as a result of “Identity Fraud” that occurs, or is discovered during the policy period. The limit applies regardless of the number of insured persons involved or affected:

1. reasonable costs associated with registered mail to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors;
2. fees for the re-application of loans which had been declined as a result of incorrect or erroneous information;
3. the reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for financial institutions, credit agencies, credit grantors or similar lenders;
4. the reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for law enforcement agencies;
5. long distance telephone expenses to discuss an actual “Identity Fraud Occurrence” to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors;
6. earnings lost resulting from necessary time away from “your” employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants and legal counsel, up to \$250 per day, or the maximum daily limit shown on the “Declaration Page” for each “Identity Fraud Occurrence”;
7. reasonable costs, fees or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an “Identity Fraud Occurrence”;

8. reasonable legal fees incurred directly as a result of an "Identity Fraud Occurrence" with prior notice to "us" for:
 - a) the removal of any criminal or civil judgments wrongly entered against "you";
 - b) to challenge the information in "your" consumer credit report;
 - c) the defence of lawsuits brought against "you" by businesses or their collection agencies.
9. reasonable costs associated with obtaining up to two credit reports after an "Identity Fraud Occurrence" has been reported to "us", for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.

"You" must promptly notify an applicable law enforcement agency of the "Identity Fraud Occurrence".

"We" do not insure:

1. "your" fraudulent, dishonest, or criminal acts;
2. "your" own use of "your" identity;
3. "your" commercial or "business" pursuits;
4. "your" intentional misuse of "your" identity;
5. fraudulent, dishonest, criminal or intentional misuse of "your" identity by a resident of "your" household;

Nor do "we" insure the following:

6. any losses covered under the **Credit or Debit Cards and Forgery and Counterfeit Money** coverage described under Additional Coverages of Residential Property – Plus Form;
 7. any losses covered by credit card insurance, bank insurance or other coverage available to "you". Other insurance will be considered primary and this additional coverage will only apply once other insurance available to "you" has been exhausted.
13. **Vacant Land Condominium Corporation Assessments:** If "you" are a vacant land condominium unit owner, and the "dwelling" and detached private structures on "your" "premises" are included within the boundaries of "your" condominium unit (defined as an area of land forming part of the property owned by the condominium corporation), "we" will pay up to a limit of \$10,000 (or the amount shown on the "Declaration Page") for "your" share of a special assessment if:
- the assessment is valid under the "Condominium Corporation's" governing rules; and
 - it is made necessary by a direct loss to the collectively owned condominium property caused by an insured peril in this policy.

"We" will pay up to \$1,000 (or the amount shown on the "Declaration Page") for that part of an assessment made necessary by a deductible in the insurance policy of the "Condominium Corporation" and in accordance with clause 105 of the Condominium Act, 1998 Ontario.

14. **Grave Markers and Mausoleums:** "We" agree to apply up to \$5,000 (or amount as shown on "Declaration Page") in all for sudden and accidental loss of or damage caused by a "specified peril" to the grave markers or mausoleums located at any public or church cemetery in the Province of Ontario that mark "your" grave or the grave of "your" deceased parent or grandparent.

INSURED PERILS – PLUS FORM

"We" insure "your" "dwelling", detached private structures, and "your" personal property, against direct physical loss or damage, subject to the exclusions, limitations and conditions of this form.

LOSS OR DAMAGE NOT INSURED - SECTION 1

Property Excluded:

"We" do not insure loss of or damage to:

1. "your" insured property when "your" "dwelling" has to "your" knowledge, been "vacant" for more than 30 consecutive days;
2. buildings or structures used in whole or in part or designed for farming, commercial or "business" purposes unless declared on the "Declaration Page";
3. "dwellings" or detached private structures while being moved or transported;
4. any property illegally acquired or kept;
5. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;

6. property resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
7. lawns, outdoor trees, shrubs or plants except as provided under Additional Coverages of this policy
8. 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;
9. household pets, unless the loss or damage is caused by a "Specified Peril" other than item (6) "impact" or item (11) "transportation";
10. sporting equipment where the loss or damage is due to its use;
11. property at any fairground, exhibition or exposition for the purpose of exhibition or sale;
12. retaining walls not constituting part of any insured building, except for Fire, Lightning, Impact by Land Vehicle or Aircraft or Vandalism and Malicious Acts;
13. buildings and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;
14. livestock.

Perils Excluded:

"We" do not insure against loss or damage resulting from, contributed to or caused directly or indirectly:

1. by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. 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;
3. by contamination by radioactive material;
4. by or resulting from contamination or pollution or the release, discharge or dispersal of contaminants or "pollutants", except damage to the "dwelling" caused by the sudden and accidental escape of fuel from a permanently installed "domestic fuel tank" (including any attached equipment, apparatus or piping) that is part of a heating unit for the insured "dwelling" or detached private structure or as provided under Additional Coverages of Residential Property – Plus Form;
5. by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, "fungi" or spore(s), or contamination;
6. by scratching or marring of any property or breakage of any fragile or brittle articles unless caused by a "Specified Peril", impact by watercraft or aircraft, or theft or attempted theft;
7. by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects, bats or household pets, except loss or damage to building glass;
8. by any intentional or criminal act or failure to act by:
 - (a) "you" or any person insured by this policy; or
 - (b) any other person at the direction of any person insured by this policy; or
 - (c) "your" employees or anyone to whom the damaged or lost property was entrusted.
 1. This exclusion applies only to the claim of a person:
 - i) whose act or omission caused the insured loss or damage;
 - ii) who abetted or colluded in the act or omission;
 - iii) who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
 - iv) who is in a class prescribed by regulation.
 2. An insured person to whom this exclusion does not apply:
 - i) must co-operate with "us" in respect of the investigation of the loss or damage, including without limitation
 - by submitting to an examination under oath, if requested by "us";
 - by producing for examination at a reasonable time and place designated by "us", documents specified by "us" that relate to the loss or damage; and
 - by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by "us".
 - ii) cannot recover more than their proportionate interest in the lost or damaged property.
9. by the cost involved to correct faulty material, workmanship, or design;
10. by settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
11. by smoke from agricultural smudging or industrial operations;
12. by buildup of smoke. Smoke damage must be sudden and accidental;

13. by any earth movement including, but not limited to, earthquake, landslide, snowslide, or iceslide. If any of these results in fire or explosion, "we" will pay only for the resulting loss or damage;
14. by collapse of:
 - (a) outside property such as awnings, fences, or trellises unless resulting from structural collapse of foundations, walls, floors or roof of a building;
 - (b) patios, driveways, walks or retaining walls, outdoor radio and/or television antennae, towers, satellite receivers and their attachments;
15. by "water" unless the loss or damage directly resulted from:
 - (a) the sudden and accidental escape of "water" from within a "water main";
 - (b) the sudden and accidental escape of "water" or steam from within a heating, sprinkler, air conditioning or plumbing system, or a "domestic water container" which is located inside "your" "dwelling";
 - (c) The sudden and accidental escape of water from an outdoor plumbing system, or "domestic water container", which is located outside "your" "dwelling", and on "your" "premises";
 - (d) "water" which enters through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - (e) "water" from the accumulation of ice or snow on the roof or eavestrough, which enters the "dwelling" through the roof as a result of "ice damming";

But "we" do not cover loss or damage:

 - i) caused by continuous or repeated "seepage" or "leakage" of "water";
 - ii) caused by "flood"; this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion;
 - iii) caused by backing up or escape of "water" from a sewer or drain, 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 "water main" or "domestic water container" located outside "your" "dwelling";
 - vi) to "water mains", heating, sprinkler, air conditioning or plumbing system, or a "domestic water container" from which the "water" escaped;
 - vii) to outdoor plumbing systems, "domestic water containers" and attached equipment located outside "your" "dwelling", and on "your" "premises caused by freezing, "water", or rupture;
 - viii) occurring while the "dwelling" is "under construction" or "vacant", even if permission for construction or vacancy has been given by "us";
 - ix) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or "domestic water container" unless it happens within a "dwelling" heated during the usual heating season and "you" have not been away from "your" "premises" for more than four consecutive days. However, if "you" had arranged for a competent person to enter "your" "dwelling" daily to ensure that heating was being maintained or if "you" had shut off the "water" supply and had drained all the pipes and appliances "you" would still be insured;
 - x) caused by freezing in an unheated portion of the "dwelling";
16. by change of temperature unless the loss or damage:
 - (a) is to personal property kept in "your" "dwelling"; and
 - (b) is the result of physical damage to "your" "dwelling" or equipment caused by a peril not otherwise excluded;
17. or due to vandalism or malicious acts caused by "you" or any members of "your" household, or "your" employees, or by any tenant, employee or member of the tenant's household;
18. by vandalism or malicious acts or theft or glass breakage occurring while "your" "dwelling" is "under construction" or "vacant" even if permission for construction or vacancy has been given by "us";
19. by theft or attempted theft by any tenant, members of a tenant's household or employees of the tenant;
20. by impact of waterborne objects, including ice, whether driven by wind or not;
21. in whole or in part by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion.

Data Exclusion

This policy does not insure:

- (a) "Data";
- (b) loss or damage resulting from, contributed to or caused directly or indirectly by "Data Problem".

However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to property insured that is directly caused by "Specified Perils" as defined in this policy, this exclusion (b) shall not apply to such resulting loss or damage.

BASIS OF CLAIM PAYMENT – SECTION 1

When coverage applies, "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 policy.

If "you" qualify for a tax credit, the loss payment will be reduced by that amount.

Deductible: In any one occurrence, "we" are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the "Declaration Page".

If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply. If "your" claim involves personal property on which the "Special Limits Applicable to Some Personal Property" 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 materials of similar quality within a reasonable amount of 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 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.

Personal Property (On Premises or Off Premises): "We" agree to pay any loss insured for Personal Property on the basis of "Replacement Cost" provided that:

- (a) the property, at the time of loss, was useable for its original purpose and is not obsolete;
- (b) "you" have repaired or replaced the property promptly;
- (c) "electronic media" is reproduced 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);
- (d) records, including books of account, drawings or card index systems are transcribed or copied from duplicates;

Otherwise the basis of claim payment will be the "Actual Cash Value" of the damage on the date of the occurrence.

"Actual Cash Value" will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, "we" will consider:

- The condition of the property immediately before the loss or damage;
- The use of the property and its obsolescence;
- Its resale value; and
- Its normal life expectancy.

"Replacement Cost" means the cost, at the time of loss, of repairs or replacement (whichever is lower), with new property of similar kind and quality and usefulness, without deduction for depreciation.

Loss of items such as fine arts, antiques, paintings and articles which, by their inherent nature, cannot be replaced with a comparable article will not be settled on a "Replacement Cost" basis.

If the loss or damage is not replaced or repaired within a reasonable time, "we" will pay the "Actual Cash Value" of the loss or damage at the date of the occurrence.

Insurance Under More Than One Policy: If "you" have insurance on specifically described property, "our" 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, "our" policy will pay its ratable proportion of an insured loss.